

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF PUERTO RICO
OLD SAN JUAN DIVISION**

IN RE:

HARRY LUIS SANTANA LAMBOY,

Debtor(s)

**U.S. Bank National Association, as
Trustee, Successor in Interest to Bank of
America, National Association, as Trustee,
Successor by Merger to LaSalle National
Bank, as Trustee for BCF L.L.C.
Mortgage Pass-Through Certificates,
Series 1997-R3**

Movant

CASE NO. **14-09530-MCF13**

CHAPTER 13

11 USC 362 d(1) d(2)

Relief from stay for cause

MOTION FOR RELIEF FROM STAY

TO THE HONORABLE COURT:

COMES NOW secured creditor **U.S. Bank National Association, as Trustee, Successor in Interest to Bank of America, National Association, as Trustee, Successor by Merger to LaSalle National Bank, as Trustee for BCF L.L.C. Mortgage Pass-Through Certificates, Series 1997-R3**, hereinafter referred to as (**Movant**), through the undersigned counsel and very respectfully states, alleges and prays as follows:

1. Jurisdiction over subject matter is predicated on section, 1334 and 157(b) 2(G), 28 USC.
2. The cause of action is based on section 362 d(1) and d(2), 11 USC.
3. In this case, Debtor, HARRY LUIS SANTANA LAMBOY, filed a voluntary petition pursuant to Chapter 13 of the United States Bankruptcy Code on October 27, 1992.

4. Movant is the holder in due course of a Mortgage Note, hereinafter the (Note), up to a maximum principal amount of \$55,156.00, which encumbers Debtor's real property located at 135 Calle L#135 Aguadilla, P.R 00603.

See Composite Exhibit "A."

5. The terms of the aforementioned Note and Mortgage have been in default, and remain in default, since June 1, 2018.

6. Based on the Debtor's Chapter 13 Plan, the Debtor is curing pre-petition arrears in the Plan.

7. Secured Creditor's security interest in the subject property is being significantly jeopardized by Debtor(s)' failure to comply with the terms of the subject loan documents while Secured Creditor is prohibited from pursuing lawful remedies to protect such interest. Secured Creditor has no protection against the erosion of its collateral position and no other form of adequate protection is provided.

8. As of January 16, 2019, Secured Creditor is due the total Post Petition payment balance of \$3,416.85.

June 1, 2018 – July 1, 201 payments of \$444.64 each	\$889.28
August 1, 2018 – January 1, 2019 payments of \$445.30 each	\$2,671.80
Suspense Balance	\$144.23
Total Amount Due	\$3,416.85

9. According to the Altisource Broker's Price Opinion, the value of the property is \$142,000.00. See Exhibit "B" which is attached hereto and permissible as a property valuation under Fed. R. Evid. 803(8).

10. If Secured Creditor is not permitted to enforce its security interest in the collateral or be provided with adequate protection, it will suffer irreparable injury, loss, and damage.

11. Secured Creditor respectfully requests the Court grant it relief from the Automatic Stay

in this cause pursuant to §362(d)(1) of the Bankruptcy Code, for cause, namely the lack of adequate protection to Secured Creditor for its interest in the above stated collateral.

12. Once the stay is terminated, the Debtor will have minimal motivation to insure, preserve, or protect the collateral; therefore, Secured Creditor requests that the Court waive the 14-day stay period imposed by Fed.R.Bankr.P. 4001(a)(3).

13. Movant argues that considering what is here in above stated, cause exists for granting relief from the stay pursuant to section 362 d(1) d(2), supra, since debtor has failed to make post petition property taxes payments accordingly.

14. Included as Exhibit “C”, is movant Verified Statement regarding the information required by the Service Member Civil Relief Act of 2003 and a Department of Defense Manpower Data Center Military Status Report.

15. Secured Creditor has incurred court costs and attorney’s fees in this proceeding and will incur additional fees, costs and expenses in foreclosing the Mortgage and in preserving and protecting the property, all of which additional sums are secured by the lien of the Mortgage. Secured Creditor seeks an award of its reasonable attorneys’ fees and costs, or alternatively, leave to seek recovery of its reasonable attorneys’ fees and costs in any pending or subsequent foreclosure proceeding.

WHEREFORE, Secured Creditor, prays this Honorable Court enter an order modifying the automatic stay under 11 U.S.C. § 362(d) to permit Secured Creditor to take any and all steps necessary to exercise any and all rights it may have in the collateral described herein, to gain possession of said collateral, to waive the 14-day stay imposed by Fed.R.Bankr.P. 4001(a)(3), to seek recovery of its reasonable attorneys’ fees and costs incurred in this proceeding, and to any such further relief as this Honorable Court deems just and appropriate.

NOTICE TO CREDITORS AND PARTIES IN INTEREST
RESPONSE TIME REQUIRED BY LOCAL BANKRUPTCY RULE 9013-1(2)(A)

Within fourteen (14) days after service as evidenced by the certification, and an additional three (3) days pursuant to Federal Rule of Bankruptcy Procedure 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the Court, the interest of justice requires otherwise.

CERTIFICATE OF ELECTRONIC FILING AND SERVICE

I hereby certify that on this date copy of this motion has been electronically filed with the Clerk of the Court using the CM/ECF system which will sent notification of such filing to debtor(s) attorney and to MILDRED CABAN FLORES, US Chapter 13 Trustee, and also certify that I have mailed by United State Postal Service copy of this motion to the following non CM/ECF participant to debtor(s) at their address of record in this case.

In San Juan, Puerto Rico, on the 28th day of February, 2019.

ROBERTSON, ANSCHUTZ & SCHNEID, P.L.
Attorney U.S. Bank National Association, as
Trustee, Successor in Interest to Bank of America,
National Association, as Trustee, Successor by
Merger to LaSalle National Bank, as Trustee for
BCF L.L.C. Mortgage Pass-Through Certificates,
Series 1997-R3
PO Box 9023593
San Juan, PR 00902-3593
Telephone: 787-724-1303
Facsimile: 787-724-1369

/S/ Franciso J. Cardona
USDC PR 230309
Francisco J. Cardona, Esq.
Email: fcardona@rascrane.com

RIGHT TO FORECLOSE STATEMENT PAGE

Case number: 14-09530-MCF13

Debtor: Harry Luis Santana Lamboy

Basis for asserting that U.S. Bank National Association, as Trustee, Successor in Interest to Bank of America, National Association, as Trustee, Successor by Merger to LaSalle National Bank, as Trustee for BCF L.L.C. Mortgage Pass-Through Certificates, Series 1997-R3., has the right to foreclose:

Ocwen Loan Servicing, LLC services the underlying mortgage loan and note for the property referenced in this Motion for Relief From the Automatic Stay U.S. Bank National Association, as Trustee, Successor in Interest to Bank of America, National Association, as Trustee, Successor by Merger to LaSalle National Bank, as Trustee for BCF L.L.C. Mortgage Pass-Through Certificates, Series 1997-R3 (hereinafter, "note holder") and is entitled to proceed accordingly. Should the Automatic Stay be lifted and/or set aside by Order of this Court or if this case is dismissed or if the Debtor obtains a discharge and a foreclosure action is commenced or recommenced, said foreclosure action will be conducted in the name of the note holder. The note holder has the right to foreclose because:

☐ Note holder is the owner of the note.

☒ Note holder is the original mortgagee or beneficiary or assignee of the security instrument for the referenced loan. Note holder directly or through an agent has possession of the promissory note and the promissory note is either made payable to Note holder or has been duly endorsed.

☐ Note holder is the original mortgagee or beneficiary or assignee of the security instrument for the referenced loan. Note holder directly or through an agent, has possession of the promissory note and will enforce the promissory note as transferee in possession.

☐ Note holder is the original mortgagee or beneficiary or assignee of the security instrument for the referenced loan. Note holder is unable to find the promissory note and will seek to prove the promissory note through the filing of a lost note affidavit.

☐ Note holder is the successor trustee and transferee in possession of the security instrument for the referenced loan.

COMPOSITE EXHIBIT “A”

Hoy día de su otorgamiento
expedí Primera Copia Certi-
ficada a nombre de R & G--
MORTGAGE CORPORATION.-----

Notario Público

932791
---NUMBER: ONE HUNDRED NINETEEN ONE (191)-----
---NUMERO -----

FIRST MORTGAGE

PRIMERA HIPOTECA

---In the City of Mayaguez, Puerto Rico, this twenty seven (27)
---En la ciudad de -----

day of October, nineteen hundred ninety two (1992).-----

BEFORE ME

ANTE MI

---RICHARD ROSADO JIMENEZ -----, Notary Public in
-----, Notario Público de

Puerto Rico, with offices at Bayamón -----
Puerto Rico, con oficinas en -----

and residence in San Juan, -----
y residencia en -----

Puerto Rico, -----
Puerto Rico, -----

APPEAR

COMPARECEN

---The parties mentioned in paragraphs Ninth and Tenth of -----
---Las partes nombradas en los párrafos Noveno y Décimo de esta escritura-----

this deed, hereinafter called the "Borrower" and the "Lender,"
denominadas de aquí en adelante "Deudor Hipotecario" y "Acreedor Hipotecario".

whose personal circumstances are set forth in said paragraphs. -----
cuyas circunstancias personales aparecen en dichos párrafos. -----

---The appearing parties assure me that they are in the full exercise
---Asegúranme los comparecientes hallarse en el pleno goce de sus derechos

of their civil rights without anything to the contrary being known
civiles, sin que me conste nada en contrario, y teniendo a mi juicio la capacidad

to me, and being in my judgment legally competent to execute this
legal necesaria para este otorgamiento, libremente -----

document, they freely -----

STATE AND COVENANT

DECLARAN Y CONVIENEN

FIRST: That the Borrower is the owner of the property or properties
PRIMERO: Que el Deudor Hipotecario es dueño de la propiedad o propiedades

described in Paragraph Eighth of this Deed, hereinafter called the-----
describas en el párrafo Octavo de esta escritura, denominada en lo sucesivo la

"Property" and has the right to mortgage the Property; that the-----
"Propiedad" y tiene el derecho de hipotecar la Propiedad; que la Propiedad está

Property is unencumbered, except for encumbrances of record and-----
Libre de cargas y gravámenes, excepto por las cargas inscritas y que el Deudor



that the Borrower will warrant and defend the title to the Property
Hipotecario garantizará y defenderá su título a la Propiedad contra toda reclamación

against all claims and demand. -----
y demanda. -----

SECOND: That as evidence of a loan received from Lender, the
SEGUNDO: Que como evidencia de un préstamo recibido del Acreedor Hipotecario,

Borrower as of this date has subscribed a promissory note in the
el Deudor Hipotecario ha suscrito en esta misma fecha, un pagaré por la

sum of FIFTY FIVE THOUSAND ONE HUNDRED FIFTY SIX -----
suma de -----

----- Dollars (US \$ 55,156.00-----) with interest
----- Dólares (US \$ -----) con intereses a

at the rate of EIGHT ----- per cent (8----- %)
razón del ----- por ciento (----- %)

per annum until the total satisfaction of the same, payable to
anual hasta el saldo total del mismo, pagadero a favor de

R & G MORTGAGE CORPORATION,-----

or its order, the principal and interest being payable monthly
o a su orden y pagadero el principal e intereses en plazos mensuales

installments of FOUR HUNDRED FOUR DOLLARS AND SEVENTY TWO -----
de -----

CENTS -----Dollars (US \$404.72-----)
----- Dólares (US \$ -----)

commencing on the first day of December,----- Nineteen Hundred
comenzando el día primero de ----- de mil novecientos

Ninety Two----- (19 92) and a like amount on the first day of each
----- (19 --) e igual cantidad en cada uno de los días primeros

succeeding month until full payment of the debt, which if not paid
de cada mes subsiguiente hasta el pago total de la deuda, la cual si no es pagada

earlier, will be totally due and payable on the first day
antes, será totalmente vencida y pagadera el primer día de

of November,-----, Two Thousand Twenty Two----- (2022)
----- del año Dos mil ----- (20-----)

authenticated by the authorizing Notary, as per Affidavit
autenticado por el Notario autorizante, bajo Afidávit

Number Two Hundred Thirty Two (232)-----
número -----

THIRD: In order to guarantee the total and complete payment of the
TERCERO: Con el propósito de garantizar el total y completo pago de la deuda

debt as evidenced by the above described promissory note, as well
que evidencia el pagaré descrito anteriormente, así como todas y cada una de las

as each and every one of the conditions therein contained, and to
condiciones que el mismo contiene, y para garantizar además tres sumas

further secure three additional amounts of FIVE THOUSAND FIVE---
adicionales de -----

HUNDRED SIXTY DOLLARS (\$5,516.00)-----

each, which are stipulated to cover (a) interest in addition to those
cada una, que se fijan para cubrir (a) intereses además de los garantizados por

secured by law, (b) the amount which the debtor undertakes to
la ley, (b) la suma que el deudor se obliga a satisfacer como suma líquida sin

pay as a liquidated amount without necessity for liquidation and
necesidad de liquidación y aprobación por el tribunal para costas, gastos y

approval by the court to cover costs, expenses and attorney's fees
honorarios de abogado para el caso de que el Tenedor del Pagaré tome acción

in the event the holder of the Note has to take recourse to foreclosure
judicial en ejecución de hipoteca y (c) cualesquiera otros adelantos que puedan

or judicial collection, and (c) any other advances that may be made
hacerse dentro de este contrato en adición a las cantidades que el Pagaré expresa,

under this contract in addition to the amounts stated in the Note,
el Deudor Hipotecario por la presente constituye una Primera Hipoteca sobre la

the Borrower by these presents constitutes a First Mortgage on the
Propiedad, que ha sido descrita en el párrafo Noveno, incluyendo todas sus

Property described in paragraph Ninth, including all of its
edificaciones, maquinarias, instalaciones y cualquier otro edificio o edificios y

buildings, machinery, installations and any other building or
estructuras que se construyan en la Propiedad así como cualquier otra maquinaria

buildings and structures that may be constructed on it as well as
o instalaciones que se coloquen en la Propiedad o en los edificios que existan en la

any other machinery or installations that may be placed on the
misma, o que sean construidas allí en el futuro, durante la vigencia de esta hipoteca,

or in the buildings existing on the same or which may be constructed
incluyendo todos sus usos, servidumbres y demás pertenencias, así como sus

thereon in the future, during the period of time that the mortgage is
rentas y productos de las mismas y todos los aparatos e instalaciones de cualquier

in effect, including all of its uses, servitudes and other appurtenances,
clase para suplir y distribuir calor, refrigeración, alumbrado, agua o energía y todo

as well as its rents and the product of the same and all apparatus and
el servicio e instalaciones necesarias instaladas o que se instalen en el futuro

installations of any kind for the furnishing and distribution of heat,
en la Propiedad y en general sobre todo derecho de propiedad, título e interés que

refrigeration, light, water or power and all the services and necessary
tenga el otorgante sobre la Propiedad. -----

installations presently installed upon or which may be in the future
installed upon the Property and in general upon all of the property
right, title and interest that the executing party may have in the
Property. -----

FOURTH: Borrower and Lender further covenant and agree as
CUARTO: El Deudor Hipotecario y el Acreedor Hipotecario pactan y convienen,

follows: -----
además: -----

---1. Payment of Principal, Interest and Late Charge. -----

---1. Pago de Principal, Intereses y Recargos por Demora. -----

The Borrower shall pay when due, the principal of, and interest on,
El Deudor Hipotecario pagará puntualmente, a su vencimiento, el principal más



the debt evidenced by the Note, and late charges due under the
los intereses sobre la deuda evidenciada por el Pagaré y los recargos por demora

Note. -----
adeudados conforme al Pagaré. -----

--2. Monthly Payment of Taxes, Insurance and other Charges. -----
---2. Pago Mensual de Contribuciones, Seguros y Otros Cargos. -----

Borrower shall include in each monthly payment, together with
El Deudor Hipotecario incluirá con cada pago mensual, junto con el principal

the principal and interest as set forth in the Note and any late charges,
e intereses pactados en el Pagaré y cualquier recargo por demora adeudado,

an installment of any (a) taxes and special assessments levied or to
un plazo de cualesquiera (a) contribuciones tasadas o impuestas sobre la

be levied against the Property, (b) leasehold payments or ground
Propiedad y cualquiera otra carga especial impuesta o a imponerse sobre la

rents on the Property, and (c) premiums for insurance required by
Propiedad, (b) pagos de cánones de arrendamiento o de renta sobre el terreno

Paragraph 4. -----
donde ubica la Propiedad y (c) primas de seguro requeridas en el Párrafo 4. -----

---Each monthly installment for items (a), (b) and (c) shall equal
---Cada plazo mensual para los renglones (a), (b) y (c) será igual a una doceava

one-twelfth of the annual amounts, as reasonably estimated by
parte de las cantidades anuales, razonablemente estimadas por el Acreedor

Lender, plus an amount sufficient to maintain an additional balance
Hipotecario, más una cantidad suficiente para mantener un saldo adicional de no

of not more than one-sixth of the estimated amounts. The full annual
más de una sexta parte de las cantidades estimadas. La cantidad total anual para

amounts for each item shall be accumulated by Lender within a
cada renglón será acumulada por el Acreedor Hipotecario dentro de un período

period ending one month before an item would be delinquent. Lender
que termine un mes antes de que caiga en atraso alguno de los renglones (a), (b) y

shall hold the amounts collected in trust to pay items (a), (b) and
(c). El Acreedor Hipotecario mantendrá en reserva las cantidades cobradas para

(c) before they become delinquent. -----
pagar los renglones (a), (b) y (c) antes de que caigan en atraso. -----

---If at any time the total of the payments held by Lender for items
---Si en algún momento el total de los pagos retenidos por el Acreedor Hipotecario

(a), (b) and (c), together with the future monthly payments for such
para pagar los renglones (a), (b) y (c), junto con los pagos mensuales futuros para

items payable to Lender prior to the due dates of such items, exceeds
aquellos renglones que son pagaderos al Acreedor Hipotecario antes de estar

by more than one-sixth the estimated amounts of payments required
vencidos los mismos, excediera por más de una sexta parte de la cantidad estimada

to pay such items when due, and if payments on the Note are
para pagar dichos renglones cuando vengzan, y si los pagos del Pagaré están al día,

current, then Lender shall either refund the excess over one-sixth
entonces el Acreedor Hipotecario devolverá el exceso sobre una sexta parte de

of the estimated payments or credit the excess over one-sixth of the
los pagos estimados, o acreditará dicho exceso a pagos subsiguientes del Deudor

estimated payments to subsequent payments by Borrower, at the
Hipotecario, a opción del Deudor Hipotecario. Si el total de los pagos efectuados

option of Borrower. If the total of the payments made by Borrower
por el Deudor Hipotecario para los renglones (a), (b) o (c) es insuficiente para pagar

for items (a), (b), or (c) is insufficient to pay the item when due, then
el renglón a su vencimiento, entonces el deudor Hipotecario pagará al Acreedor

Borrower shall pay to the Lender any amount necessary to make up the
Hipotecario cualquier cantidad necesaria para cubrir la deficiencia en o antes de

deficiency on or before the date the item becomes due. -----
la fecha en que el renglón venza. -----

---As used in this Mortgage Deed "Secretary" means the Secretary
---Tal cual se usa en esta Escritura de Hipoteca, "Secretario" significa el Secretario
of Housing and Urban Development of the United States of-----
de Desarrollo Urbano y Vivienda de los Estados Unidos de-----

America or his or her designee. In any year in which the----
América o su designatario. En cualquier año en que el-----

Lender must pay a mortgage insurance premium to the Secretary,
Acreedor esté obligado a pagar la prima de seguro al-----

each monthly payment shall also include either: (i) an-----
Secretario, cada plazo mensual incluirá también alternativa-----

installment of the annual mortgage insurance premium to be
mente: (i) un plazo de la prima anual del seguro hipotecario

paid by the Lender to the Secretary, or (ii) a monthly charge
que será pagada por el Acreedor Hipotecario al Secretario, o,

instead of a mortgage insurance premium if this Mortgage is--
(ii) un cargo mensual en lugar de una prima de seguro hipote-----

held by the Secretary. Each monthly installment of the-----
cario, si el Secretario fuese el tenedor de esta Hipoteca.-----

mortgage insurance premium shall be in an amount sufficient--
Cada plazo mensual de la prima del seguro Hipotecario será-----

to accumulate the full annual mortgage insurance premium with
de una cantidad suficiente para acumular con el Acreedor-----

Lender one month prior to the date the full annual mortgage--
Hipotecario el total de la prima anual un mes antes de la-----

insurance premium is due to the Secretary, or if this is held
fecha en que deba ser pagada en su totalidad al Secretario, o

by the Secretary, each monthly charge shall be in an amount--
si el Secretario fuere el tenedor de esta Hipoteca, cada cargo

equal to one-twelfth of one-half percent. of the outstanding--
mensual será equivalente a una doceava parte de un medio por-----

principal balance due on the Note.-----
ciento del saldo del principal adeudado en el Pagaré.-----

---If Borrower tender to Lender the full payment of all sums
---Si el Deudor Hipotecario efectúa al Acreedor Hipotecario-----

secured-----
el pago completo-----



by this Mortgage, Borrower's account shall be credited with the balance of all the sums insured by this Hypothecation, the account of the Debtor Hypothecary

balance remaining for all installments for items (a), (b) and (c) and shall be credited with the balance remaining of all the terms for the lines (a),

any mortgage insurance premium installment that Lender has not (b) and (c) and with any term of the premium of the mortgage insurance that the Creditor

become obligated to pay to the Secretary, and Lender shall promptly Hypothecary not being obligated to pay to the Secretary and the Creditor Hypothecary

refund any excess funds to Borrower. Immediately prior to a reimbursement promptly to the debtor Hypothecary any excess of funds.

foreclosure sale of the Property or its acquisition by Borrower Immediately before a sale of the Property by execution

the Borrower's account shall be credited with any balance----- de hipoteca o de su adquisición por el Acreedor Hipotecario, la

remaining for all installments for items (a), (b) and (c).----- cuenta del Deudor Hipotecario será acreditada con cualquier balance que quede para el pago de todos los plazos por concepto de los renglones (a), (b) y (c).

---3. Application of Payments: All payments under paragraph

---3. Aplicación de Pagos: todos los pagos bajo los párrafos

1 and 2 shall be applied by Lender as follows:-----

1 y 2 serán aplicados por el Acreedor Hipotecario como sigue:

---First, to the mortgage insurance premium to be paid by-----

---Primero, a la prima del seguro hipotecario a ser pagada por

Lender to the Secretary or to the monthly charge by the-----

el Acreedor Hipotecario al Secretario o al cargo mensual paga-

Secretary instead of the monthly mortgage insurance premium.--

dero al Secretario en lugar de la prima mensual del seguro-----

Hipotecario.

---Second, to any taxes, special assessments, leasehold pay---

---Segundo, a cualquier tipo de contribuciones, impuestos espe-

ments or ground rents, and fire, flood and other hazard-----

ciales, cánones de arrendamiento o renta por el uso del-----

insurance premiums as required;-----

suelo donde ubica la Propiedad y las primas de seguro contra-----

fuego, inundación y otros riesgos, según requeridas.

---Third, to interest due under the Note;-----

---Tercero, a intereses vencidos conforme al Pagaré;-----

---Fourth, to amortization of the principal of the Note;-----

---Cuarto, a la amortización del principal del Pagaré;-----

---Fifth, to late charges due under the Note;-----

---Quinto, a los recargos por demora adeudados conforme el Pagaré.

---4. Fire, Flood and Other Hazard Insurance. Borrower shall

---4. Seguros Contra Fuego, Inundaciones y otros Riesgos. El

insure all improvements on the Property, whether now in-----

Deudor Hipotecario asegurará las mejoras ahora existentes o-----

existence or-----

subsiguientemente edificadas sobre la-----

subsequently erected, against all hazards, casualties and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender, The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to Lender.

---In the event of loss, Borrower shall give Lender immediate notice
---En caso de pérdida, el Deudor Hipotecario notificará de inmediato por correo

by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized

pérdida si el Deudor Hipotecario no lo hiciere prontamente. Cada compañía de

and directed to make payment for such loss directly to Lender, seguro concernida queda por la presente autorizada y ordenada para que electúe

instead of to Borrower and to Lender jointly.
el pago por tales pérdidas directamente al Acreedor Hipotecario, en lugar de hacerlo al Deudor Hipotecario y al Acreedor Hipotecario conjuntamente.

All or any part of the insurance proceeds may be applied by Lender, Todo o cualquier parte del producto del seguro puede ser aplicado por el Acreedor

at its option, either (a) to the reduction of the indebtedness under Hipoteca, a opción suya. (a) a la reducción de la deuda bajo el Pagaré y esta

the Note and this Mortgage, first to any delinquent amounts applied Hipoteca, primero a las cantidades atrasadas, aplicado en el orden indicado en el

in the order in paragraph 3, and then to prepayment of principal, or párrafo 3 y luego el pre-pago de principal, o (b) a la restauración o reparación de la

(b) to the restoration or repair to the damaged Property. Any Propiedad damnificada. Cualquier uso del producto del seguro al principal

application of the proceeds to the principal shall not extend or no extenderá ni pospondrá la fecha de vencimiento de los pagos mensuales a que

postpone the due date of the monthly payments which are referred se hace referencia en el párrafo "2", ni cambiará la suma de dichos pagos. Cualquier

to in paragraph 2, or change the amount of such payments. Any exceso en el producto del seguro sobre la cantidad requerida para pagar la



excess insurance proceeds over an amount required to pay all
 totalidad de la deuda bajo el Pagaré y esta Hipoteca será pagadero a la entidad

outstanding indebtedness under the Note and the Mortgage shall be
 con derecho a ese pago.

paid to the entity legally entitled thereto.

---In the event of foreclosure of this Mortgage or other transfer of
 ---En caso de ejecución de esta Hipoteca o de cualquier otra transferencia del

title to the Property that extinguishes the indebtedness, all right, title
 título de la Propiedad que extinga la deuda, todo derecho, título e interés del Deudor

and interest of Borrower in and to insurance policies in force shall
 Hipotecario en pólizas de seguro vigentes, pasarán al comprador.

pass to the purchaser.

—5. Occupancy, Preservation, Maintenance and Protection of the

—5. Ocupación, Preservación, Mantenimiento y Protección de—

Property; Borrower's Loan Application; Leaseholds. Borrower—
 la Propiedad; Solicitud de Préstamo del Deudor Hipotecario;—

shall occupy, establish and use the Property as Borrower's----
 Arrendamientos. El Deudor Hipotecario deberá ocupar, estable-

principal residence within sixty days after the execution of -
 cer y usar la Propiedad como su residencia principal dentro de

this Mortgage and shall continue to occupy the Property as----
 sesenta días posterior al otorgamiento de esta Hipoteca y—

Borrower's principal residence for at least one year after the
 deberá continuar ocupando la Propiedad como su residencia prin-

date of occupancy, unless the Secretary determines this requi-
 cipal hasta por lo menos un año después de la fecha de ocupa—

rement will cause undue hardship to Borrower, or unless exte--
 ción de la misma, a menos que el Secretario determine que este

nuating circumstances exist which are beyond Borrower's-----
 requerimiento puede causar problemas excesivos al Deudor Hipo-

control. Borrower shall notify Lenders of any extenuating----
 tecario, o a menos que existan circunstancias atenuantes que—

circumstances. Borrower shall not commit waste or destroy,---
 estén fuera del control del Deudor. El Deudor Hipotecario—

damage or substantially change the Property or allow the-----
 deberá notificar al Acreedor Hipotecario de cualquiera de estas

Property to deteriorate, reasonable wear and tear excepted.--
 circunstancias atenuantes. El Deudor Hipotecario no causará—

Lender may inspect the Property if the Property is vacant or--
 menoscabo, ni destruirá, dañará ni substancialmente alterará—

abandoned or the loan is in default. Lender may take reason--
 la Propiedad ni permitirá que la Propiedad se deteriore,——

able action to protect and preserve such vacant or abandoned--
 excepto por el uso y desgaste normal. El Acreedor Hipotecario

Property. Borrower shall also be in default if Borrower,
 podrá inspeccionar la Propiedad si estuviese desocupada o——

during the loan application process, gave materially false or abandonada o si hubiese incumplimiento del préstamo. El-----

inaccurate information or statements to Lender (or failed to--
Acreeador Hipotecario podrá tomar aquella accción razonable que

provide Lender with any material information) in connection---
sea necesaria para proteger y cuidar dicha Propiedad desocu---

with the loan evidenced by the Note, including, but not-----
pada o abandonada. El Deudor Hipotecario también estará en---

limited to, representations concerning Borrower's occupancy of
incumplimiento si durante el proceso de solicitar el préstamo

the Property as a principal residence.-----
hubiese dado al Acreeador Hipotecario información o declaracio-
nes materialmente falsas o inexactas (o dejara de proveer al-
Acreeador Hipotecario información pertinente o necesaria) en-
relación con el préstamo evidenciado por el Pagaré, incluyendo,
pero no limitado a, representaciones relacioandas con la ----
ocupación por el Deudor Hipotecario de la Propiedad como su---
residencia principal.-----

If this Mortgage is on a leasehold Borrower shall comply-----
Si esta Hipoteca recae sobre un derecho de arrendamiento, el

with the provisions of the lease. If Borrower acquires fee--
Deudor Hipotecario cumplirá con los términos de dicho arrenda--

title to the Property, the leasehold and fee title shall not-
miento. Si el Deudor Hipotecario adquiere título en pleno-----

be merged unless Lender agrees to the merger in writing.-----
dominio sobre la Propiedad el derecho de arrendamiento y el-
título en pleno dominio no se consolidarán a menos que el---
Acreeador Hipotecario dé su consentimiento por escrito.-----

—6. Charges to Borrower and Protection of Lender's Rights
—6. Cargos al Deudor y Protección de los Derechos del-----

in the Property. Borrower shall pay all governmental or-----
Acreeador Hipotecario sobre la Propiedad. El Deudor Hipote---

municipal charges, fines and impositions that are not -----
cario pagará todo cargo, penalidad o impuesto gubernamental o

included in Paragraph 2. Borrower shall pay these obligations
municipal que no estén incluidos en el Párrafo 2. El Deudor

on time directly to the entity to which payment is owed. If
Hipotecario pagará dichas obligaciones a tiempo directamente-

failure to pay would adversely affect Lender's interest in the
a la entidad a la cual se le adeude dicho pago. Si la falta

Property, upon Lender's request Borrower shall promptly-----
de pago afectase adversamente el interés del Acreeador Hipote-

furnish the Lender's receipts evidencing these payments.-----
cario en la Propiedad, el Deudor Hipotecario, a solicitud del
Acreeador Hipotecario, le suministrará prontamente los recibos
que evidencien dichos pagos.-----



---If Borrower fails to make these payments or the payments required
---Si el Deudor Hipotecario no hace dichos pagos o los requeridos bajo el Párrafo
by Paragraph 2, or fails to perform any other covenants and agree-
2, o deja de cumplir con algún otro pacto o convenio contenidos en esta Hipoteca o
ments contained in this Mortgage, or there is a legal proceeding that
si existiera un procedimiento legal que pudiera afectar significativamente los
may significantly affect Lender's rights in the Property (such as a
derechos del Acreedor Hipotecario sobre la Propiedad (tal como un procedimiento
proceeding in bankruptcy, for condemnation or to enforce laws or
de quiebra, de expropiación o para hacer valer las leyes o reglamentos), entonces, el
regulations), then Lender may do and pay whatever is necessary to
Acreedor Hipotecario podrá hacer y pagar lo que sea necesario para proteger el
protect the value of the Property and Lender's rights in the Property,
valor de la Propiedad y sus derechos sobre la misma, incluyendo el pago de impuestos,
including payment of taxes, hazard insurance and other items
seguro contra riesgos y otros renglones mencionados en el párrafo 2. -----
mentioned in Paragraph 2. -----

---Any amounts disbursed by Lender under this Paragraph shall
---Cualquier cantidad desembolsada por el Acreedor Hipotecario bajo este párrafo
become an additional debt of Borrower and be secured by this
se convertirá en una obligación adicional del Deudor Hipotecario y estará asegurada
Mortgage. These amounts shall bear interest from the date of
por esta Hipoteca. Dichas cantidades devengarán intereses desde la fecha de
disbursement, at the Note's rate, and at the option of Lender, shall
desembolso, a la tasa del Pagaré y a opción del Acreedor Hipotecario advendrán
be immediately due and payable. -----
vencederas y pagaderas inmediatamente. -----

---7. Condemnation. The proceeds of any award or claim for damages,
---7. Expropiación. El producto de cualquier laudo o reclamación por daños,
direct or consequential, in connection with any condemnation or
directos, emergentes o resultantes, en relación con cualquier expropiación forzosa
other taking of any part of the Property, or for conveyance in place
o por traspaso en lugar de expropiación, quedan por la presente cedidos y serán
of condemnation, are hereby assigned and shall be paid to Lender
pagados al Acreedor Hipotecario hasta la cantidad total adeudada bajo el Pagaré
to the extent of the full amount of the indebtedness that remains
y esta Hipoteca. El Acreedor aplicará dichos fondos a la reducción de la deuda bajo
unpaid under the Note and this Mortgage. Lender shall apply such
el Pagaré y esta Hipoteca, primero a cualquier cantidad atrasada, en el orden
proceeds to the reduction of the indebtedness under the Note and this
dispuesto en el Párrafo 3 y luego al prepago del principal. Cualquier aplicación de los
Mortgage, first to any delinquent amount applied in the order
fondos al principal no extenderá ni pospondrá la fecha de vencimiento de los pagos
provided in Paragraph 3, and then to prepayment of principal. Any
mensuales a que se hace referencia en el Párrafo 2, ni cambiará la cantidad de dichos
application of the proceeds to the principal shall not extend or
pagos. Cualquier exceso en los fondos sobre la cantidad necesaria para pagar la



postpone the due date of the monthly payments, which are referred to
totalidad de la deuda. bajo el Pagaré y esta Hipoteca, será pagado a la entidad con

in Paragraph 2, or change the amount of such payments. Any excess
derecho a recibirlo

proceeds over an amount required to pay all outstanding indebtedness
under the Note and this Mortgage, shall be paid to the entity legally
entitled thereto.

--8. Fees. Lender may collect fees and charges authorized by the
--8. Honorarios. El Acreedor Hipotecario podrá cobrar los honorarios y cargos

Secretary.
autorizados por el Secretario.

--9. Grounds for Acceleration of Debt.
--9. Bases para la Aceleración de la Deuda.

--(a) Default. Lender may, except as limited by regulations issued
--(a) Incumplimiento. El Acreedor Hipotecario podrá, sujeto a las limitaciones

by the Secretary in the case of payment defaults, require immediate
contenidas en las reglamentaciones establecidas por el Secretario para el caso de

payment in full of all sums secured by this Mortgage if:
incumplimiento de pagos, requerir el pago total inmediato de todas las sumas
garantizadas por esta Hipoteca, si:

--(i) Borrower defaults to pay in full any monthly payment required
--(i) El Deudor Hipotecario incumple por no pagar completamente cualquier pago

by this Mortgage prior to or on the due date of the next monthly
mensual requerido por esta Hipoteca, en o antes del vencimiento del pago mensual

payment, or
siguiente, o,

--(ii) Borrower defaults by failing, for a period of thirty days, to
--(ii) Si el Deudor Hipotecario incumple al dejar de efectuar durante un término

perform any other obligations contained in this Mortgage.
de treinta días, cualesquiera otra obligación contenida en esta Hipoteca.

---(b) Sale Without Credit Approval. Lender shall, if permitted
---(b) Venta sin Aprobación de Crédito. El Acreedor Hipote---

by applicable law and with the prior approval of the Secretary,
cario podrá, si fuera permitido por el derecho aplicable, y con

require immediate payment in full of all sums secured by this-
previa aprobación del Secretario, requerir el pago inmediato de

Mortgage if:-----
la totalidad de todas las sumas garantizadas por esta Hipoteca si:-----

---(i) All or part of the Property, or a beneficial interest in
---(i) Toda o parte de la Propiedad, o una participación en un

a trust owning all or part of the Property, is sold or otherwise
fideicomiso dueño en todo o en parte de la Propiedad, es vendi-

transferred (other than by devise or descent) by the Borrower,-
da o de otra forma transferida por el Deudor Hipotecario-----

and-----
(excepto por legado o herencia) y-----

---(ii) The Property is not occupied by the purchaser or-----

---(ii) La Propiedad no está ocupada por el comprador o cesio-

grantee as his or her principal (or secondary) residence, or---
nario como su residencia principal (o secundaria) o de estarlo

the purchaser or grantee does so occupy the Property, but his-
si su crédito no ha sido aprobado de acuerdo con los requisi-

or her credit has not been approved in accordance with the----
tos del Secretario.

requirements of the Secretary.-----

---The words in brackets apply only for cases not subject to--

---Las palabras en paréntesis aplican solamente a casos que no

the restriction on secondary residences. Paragraph 9 (b)-----
estén sujetos a la restricción sobre residencias secundarias.-

applies if one of the following three conditions has been met:

El Párrafo 9 (b) aplica si una de las siguientes tres-----

condiciones se ha cumplido:-----

--- (i) A conditional commitment or master conditional commit-

---(i) Un acuerdo condicionado o un acuerdo condicionado en---

ment has been issued by HUD on or after December 15, 1989; or

bloque ha sido emitido por HUD en o posterior al 15 de-----

diciembre de 1989; o-----

---(ii) An appraisal report or master appraisal report has been

---(ii) Un informe de tasación o un informe de tasación en---

signed by a Direct Endorsement underwriter on or after-----

bloque ha sido firmado por Endoso Directo por el originador en

December 15, 1989; or-----

o posterior al 15 de diciembre de 1989; o-----

--- (iii) A certificate of reasonable value or master certifi-

--- (iii) Un certificado de valor razonable o un certificado---

cate of reasonable value has been issued by the Department of
de valor razonable en bloque ha sido emitido por el Departam-----

Veterans Affairs on or after December 15, 1989.-----

mento de Asuntos del Veterano en o posterior al 15 de-----

diciembre de 1989.-----

---(c) No Waiver. If circumstances occur that would permit---

---(c) No Habrá Renuncia. Si ocurrieran circunstancias que---

Lender to require immediate payment in full, but Lender does--
permitan al Acreedor Hipotecario requerir el pago total inme---

not require such payment, Lender does not waive its rights----
diato y no lo hiciera, el Acreedor Hipotecario no renuncia sus

with respect to subsequent events.-----

derechos respecto a eventos subsiguientes.-----

---(d) Regulations of HUD Secretary. In many circumstances---

---(d) Reglamentos del Secretario de HUD. En muchas circuns---

regulations issued by the Secretary will limit Lender's -----

tancias los reglamentos emitidos por el Secretario limitarán---



rights, in the case of payment defaults, to require immediate
los derechos del Acreedor Hipotecario, en el caso de incumpli-

payment in full and foreclose if not paid. This Mortgage does
miento, para requerir el pago total inmediato y para proceder-

not authorize acceleration or foreclosure if not permitted by
a la ejecución si no lo satisfacen. Esta Hipoteca no autoriza

regulations of the Secretary.-----
aceleración de pago o ejecución de Hipoteca a menos que se---
permita por los reglamentos del Secretario.-----

---(e) Mortgage Not Insured. Borrower agrees that should this
---(e) Hipoteca no Asegurada. El Deudor Hipotecario conviene

Mortgage and the Note secured hereby not be eligible for-----
que si esta Hipoteca y el Pagaré por ella garantizado no ---

insurance under the National Housing Act within Ninety (90)---
fueran elegibles para ser asegurados bajo la ley Nacional de---

days from the date hereof, Lender may, at its option and not--
Vivienda dentro de noventa (90) días desde esta fecha, el-----

withstanding anything in Paragraph 9, require immediate payment
Acreedor Hipotecario podrá requerir, a opción suya, y no obs---

in full of all sums secured by this Mortgage. A written sta--
tante lo dispuesto en el Párrafo 9, el pago total inmediato de

tement of any authorized agent of the Secretary dated subse---
todas las sumas garantizadas por esta Hipoteca. La declaración

quent to Ninety (90) days from the date hereof, declining to--
por escrito de cualquier agente autorizado del Secretario fe---

insure this Mortgage and the note secured thereby, shall be---
chada con posterioridad de noventa (90) días de la fecha de---

deemed conclusive proof of such ineligibility. Notwithstanding
ésta, negándose a asegurar esta Hipoteca y el Pagaré, se consi-

the foregoing, this option may not be exercised by Lender when
derará prueba concluyente de tal ineligibilidad. No obstante

the unavailability of insurance is solely due to Lender's-----
lo anterior, esta opción no podrá ser ejercitada por el-----

failure to remit a mortgage insurance premium to the-----
Acreedor Hipotecario cuando la no disponibilidad del seguro se

Secretary.-----
deba únicamente a que dicho acreedor no haya remitido al-----
Secretario la prima del seguro Hipotecario.-----

---10. Reinstatement. Borrower has a right to be reinstated
---10. Reinstalación. El Deudor Hipotecario tiene el derecho

if Lender has required immediate payment in full because of---
a que se le reinstale si el Acreedor Hipotecario le ha reque---

Borrower's failure to pay an amount due under the Note of this
rido el pago inmediato total debido a que el Deudor Hipotecario

Mortgage. This right applies even after foreclosure proceed--
haya incumplido en el pago de cualquier suma adeudada bajo el

ings are instituted. To reinstate the Mortgage, Borrower shall
Pagaré o esta Hipoteca. Este derecho aplica aún después de---

tender in a Document, and the Lender is required to bring Borrower's
 haberse iniciado procedimiento de ejecución. Para reinstalar la
 account current including, to the extent they are obligations of
 la Hipoteca el Deudor Hipotecario deberá entregar, de una sola vez,
 Borrower under this Mortgage, foreclosure costs and reasonable and
 todas las sumas requeridas para poner su cuenta al día, incluyendo
 customary attorney's fees and expenses properly associated with the
 hasta donde sea obligaciones del Deudor Hipotecario bajo esta
 foreclosure proceedings. Upon reinstatement by Borrower, this Mort-
 Hipoteca, costas de ejecución y honorarios de abogado razonables y
 gage, and the obligations that it secures shall remain in effect as if
 acostumbrados y gastos propiamente asociados con el procedimiento
 Lender had not required immediate payment if full. However,--
 de ejecución. Luego de la reinstalación por el Deudor Hipotecario,
 Lender is not required to permit reinstatement if: (i) Lender has not
 esta Hipoteca y las obligaciones que ella garantiza permanecerán en
 accepted reinstatement after the commencement of foreclosure
 vigor como si el Acreedor Hipotecario no hubiera requerido pago
 proceedings within two years immediately preceeding the commence-
 in mediato total. Sin embargo, el Acreedor Hipotecario no está
 ment of a current foreclosure proceeding, (ii) reinstatement will
 obligado a permitir la reinstalación si: (i) el Acreedor Hipotecario
 preclude foreclosure on different grounds in the future, or
 ya ha aceptado una reinstalación después de haber comenzado un
 (iii) reinstatement will adversely affect the priority of the lien
 procedimiento de ejecución dentro de los dos años inmediatamente
 created by this Mortgage.
 anteriores al comienzo del procedimiento de ejecución actual
 (ii) la reinstalación impide una ejecución por razones diferentes en el
 futuro, o (iii) la reinstalación habrá de afectar adversamente el
 rango del gravamen creado por esta Hipoteca.-----



---11. Borrower Not Released; Forbearance by Lender Not a Waiver.
---11. Indulgencia de Morosidad por el Acreedor Hipotecario; No Constituye Renuncia.

Extension of the time of payment or modification of amortization of
Ni la prórroga de la fecha de pago, ni la modificación de la amortización de las
the sums secured by this Mortgage granted by Lender to any
sumas aseguradas por esta Hipoteca concedidas por el Acreedor Hipotecario a
successor in interest of Borrower shall not operate to release the
cualquier sucesor en título del Deudor Hipotecario relevará de responsabilidad
liability of the original Borrower or Borrower's successors in
ni al Deudor Hipotecario original ni a sus sucesores en título. No se requerirá del
interest. Lender shall not be required to commence proceedings
Acreedor Hipotecario que comience procedimientos contra cualquier sucesor en
against any successor in interest or refuse to extend time for payment
título ni que rehuse extender la fecha de pago o que de otra forma modifique la
or otherwise modify amortization of the sums secured by this Mortgage
amortización de las sumas garantizadas por esta Hipoteca por razón de cualquier
by reason of any demand made by the original Borrower or Borrower's
exigencia del Deudor Hipotecario original o de sus sucesores en título. Cualquier
successors in interest. Any forbearance by Lender in exercising any
indulgencia del Acreedor Hipotecario en el ejercicio de cualquier derecho o remedio
right or remedy shall not be a waiver of or preclude the exercise of any
no constituirá renuncia ni impedimento para el ejercicio de cualquiera de esos
right or remedy. -----
derechos y remedios. -----

---12. Successors and Assigns Bound; Joint and Several Liability;
---12. Sucesores y Cesionarios Obligados; Responsabilidad Solidaria; Cofirmantes.

Co-Signers. The covenants and agreements of this Mortgage shall
Los pactos y convenios contenidos en esta Hipoteca obligarán y beneficiarán a los
bind and benefit the successors and assigns of Lender and Borrower,
sucesores y cesionarios del Acreedor Hipotecario y del Deudor Hipotecario, sujeto
subject to the provisions of Paragraph 9 (b). Borrower's covenants
a las disposiciones del Párrafo 9 (b) de la presente. Los pactos y convenios del Deudor
and agreements shall be joint and several. Any Borrower who
Hipotecario serán solidarios. Cualquier Deudor Hipotecario que sea cofirmante
co-signs this Mortgage, but does not execute the Note: (a) is co-signing
de esta Hipoteca pero no del Pagaré; (a) es cofirmante únicamente para hipotecar
this Mortgage only to mortgage, grant and convey that Borrower's
todo su interés y derecho sobre la Propiedad, bajo los términos y condiciones
interest in the Property under the terms of this Mortgage; (b) is not
contenidos en esta escritura; (b) no queda personalmente obligado a pagar las sumas
personally obligated to pay the sums secured by this Mortgage; and
garantizadas por esta Hipoteca; y (c) pacta y conviene que el Acreedor Hipotecario

(c), agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any accommodations with regard to the renunciar o llegar a cualquier otro arreglo sobre los términos de esta Hipoteca o

terms of this Mortgage or the Note without that Borrower's consent. -----
del pagaré, sin el consentimiento de dicho cofirmante de la Hipoteca. -----

---13. Notices. Any notice to Borrower provided for in this Mortgage
---13. Notificaciones. Toda notificación al Deudor Hipotecario prevista en esta

shall be given by delivering it or by mailing it by First Class
Hipoteca le será hecha mediante entrega o por correo de Primera Clase, a menos que

mail unless applicable law requires use of another method. The notice
el derecho aplicable requiera el uso de otro método. La notificación le será dirigida

shall be directed to the Property Address or any other address
a la dirección de la Propiedad o a la que el Deudor Hipotecario haya designado

Borrower designates by notice to Lender. Any notice to Lender shall
mediante notificación al Acreedor Hipotecario. Cualquier notificación al Acreedor

be given by First Class mail to Lender's address stated herein or any
Hipotecario se hará por correo de Primera Clase a su dirección expresada en ésta o a

address Lender designates by notice to Borrower. Any notice provided
la que el Acreedor Hipotecario designe mediante notificación al Deudor Hipotecario.

for in this Mortgage shall be deemed to have been given to Borrower or
Cualquier notificación prevista en esta Hipoteca se entenderá hecha al Deudor

Lender when given as provided in this paragraph. -----
Hipotecario o al Acreedor Hipotecario cuando se haya hecho de la manera
dispuesta en este párrafo. -----

---14. Governing Law; Severability. This Mortgage shall be governed
---14. Derecho Aplicable: Separabilidad. Esta Hipoteca se regirá por la ley Federal

by Federal law and the laws of the Commonwealth of Puerto Rico.
y las leyes del Estado Libre Asociado de Puerto Rico. En la eventualidad de que

In the event that any provision or clause of this Mortgage or the Note
cualquier disposición o cláusula de esta Hipoteca o del Pagaré confluya con el derecho

conflicts with applicable law, such conflicts shall not affect other
aplicable, dicho conflicto no afectará las demás disposiciones de esta Hipoteca o del

provisions of this Mortgage or the Note, which can be given effect
Pagaré que se puedan hacer cumplir sin la disposición conflictiva. A estos fines las

without the conflicting provision. To this end the provisions of this
disposiciones de esta Hipoteca y del Pagaré, por la presente, se declaran separables.

Mortgage and the Note are declared to be severable. -----

---15. Borrower's Copy. Borrower shall be given one conformed copy

---15. Copia para el Deudor Hipotecario. Al Deudor Hipotecario se le entregará una
of this mortgage deed. -----
copia concordante de esta escritura de hipoteca. -----

---16. Assignment of Rents. Borrower unconditionally assigns and

---16 Cesión de Rentas. El Deudor Hipotecario incondicionalmente cede y transfiere
transfers to Lender all the rents and revenues of the Property.
al Acreedor Hipotecario todas las rentas y réditos de la Propiedad. El Deudor



Borrower authorizes Lender or Lender's agents to collect the rents
Hipotecario autoriza al Acreedor Hipotecario o sus agentes a cobrar las rentas y

and revenues and hereby directs each tenant of the Property to pay
réditos y por la presente instruye a cada inquilino de la Propiedad que pague las

the rents to Lender or Lender's agents. However, prior to Lender's
rentas al Acreedor Hipotecario o a sus agentes. No obstante, antes de que el Acreedor

notice to Borrower of Borrower's breach of any covenant or agreement
Hipotecario notifique al Deudor Hipotecario que éste ha violado cualquier convenio

in the Mortgage, Borrower shall collect and receive all rents and
o acuerdo contenido en la Hipoteca, el Deudor Hipotecario cobrará y recibirá todas

revenues of the Property as trustee for the benefit of Lender and
las rentas y réditos de la Propiedad como fiduciario para beneficio del Acreedor y

Borrower. This assignment of rents constitutes an absolute assignment
del Deudor Hipotecario. Esta cesión de rentas constituye una cesión absoluta y

and not an assignment for additional security only. -----
no una cesión como garantía adicional únicamente. -----

—If Lender gives notice of breach to Borrower: (a) all rents received
—Si el Acreedor Hipotecario le notificara una violación al Deudor Hipotecario: (a)

by Borrower, shall be held by Borrower as trustee for benefit of Lender
todas las rentas recibidas por el Deudor Hipotecario, las retendrá únicamente en

only, to be applied to the sums secured by the Mortgage; (b) Lender
calidad de fiduciario para beneficio del Acreedor Hipotecario únicamente, para ser

shall be entitled to collect and receive all of the rents of the Property;
acreditadas a las sumas garantizadas por esta Hipoteca; (b) el Acreedor Hipotecario

and (c) each tenant of the Property shall pay all rents due and unpaid to
tendrá derecho a cobrar y a recibir todas las rentas de la Propiedad; y (c) cada

Lender or Lender's agent on Lender's written demand to the tenant.
inquilino de la Propiedad pagará al Acreedor Hipotecario o a sus agentes todas las
rentas vencidas y adeudadas con solo mediar requerimiento escrito a esos efectos.

—Borrower has not executed any prior assignments of the rents and
—El Deudor Hipotecario no ha hecho cesión de las rentas ni ha ejecutado ni ejecutará

has not and will not perform any act that would prevent Lender from
ningún acto que impida al Acreedor Hipotecario ejercitar sus derechos bajo este

exercising its rights under this paragraph 16. -----
párrafo 16. -----

—Lender shall not be required to enter upon, take control of or
—Al Acreedor Hipotecario no se requerirá que entre, ni que tome control ni que

maintain the Property before or after giving notice of breach to
dé mantenimiento a la Propiedad, ni antes ni después de notificar alguna violación

Borrower. However, Lender or a judicially appointed receiver may do
al Deudor Hipotecario. No obstante, el Acreedor Hipotecario o un síndico nombrado

so at any time there is a breach. Any application of rents shall not cure
judicialmente, podrá hacerlo en cualquier momento que exista una violación.

or waive any default or invalidate any other right or remedy of Lender.
Cualquier aplicación de rentas no subsanará ningún incumplimiento ni invalidará

This assignment of rents of the Property shall terminate when the
ningún otro derecho o remedio del Acreedor Hipotecario. Esta cesión de rentas de la

debt secured by the Mortgage is paid in full. -----
 Propiedad terminará cuando la deuda garantizada por esta Hipoteca se haya pagado
 en su totalidad.-----

---17. Foreclosure Procedure. If Lender requires immediate payment
---17. Procedimiento de Ejecución. Si el Acreedor Hipotecario requiere el pago total

in full under Paragraph 9, Lender may invoke the power of sale and
 inmediato bajo el Párrafo 9, podrá invocar el poder de venta y cualesquier otros

any other remedies permitted by applicable law.-----
remedios permitidos por las leyes aplicables.-----

Lender shall be entitled to collect all expenses incurred in pursuing the
 Hipotecario tendrá derecho a cobrar todos los gastos incurridos en la consecución

remedies provided in this Paragraph 17, including, but not limited to,
 de los remedios provistos en este párrafo 17, incluyendo, sin implicar limitación,

reasonable attorney's fees and costs of title evidence.-----
 honorarios de abogado razonables y las costas.-----

---Lender or its designee may purchase the Property at any sale. The
---El Acreedor Hipotecario o su representante podrá comprar la Propiedad en

proceeds of the sale shall be applied in the following order: (a) to all
 cualquier venta. El producto de la venta será aplicado en el siguiente orden: (a) a

expenses of the sale, including, but not limited to, reasonable attorney's
 todos los gastos de la venta, incluyendo, sin implicar limitación, honorarios

fees; (b) to all sums secured by this Mortgage; (c) any excess to the
 razonables de abogado; (b) a todas las sumas garantizadas por esta Hipoteca; (c)

person or persons legally entitled to it. -----
 cualquier exceso a la persona o personas con derecho al mismo. -----

---18. Condominium Covenants. If the Property is a Condominium
---18 Acuerdos para Régimen de Propiedad Horizontal. Si la Propiedad es una

unit, the following clause shall apply, and any conflicting provision,
 unidad sometida al Régimen del Propiedad Horizontal, aplicará la siguiente cláusula

in this Mortgage, shall be superseded. -----
 y cualquiera disposición conflictiva en esta Hipoteca quedará sin efecto. -----

---A. So long as the Owner's Association of the condominium
---A. Mientras el Consejo de Titulares del condominio (la "Junta") mantenga una

maintains, with a generally accepted insurance carrier, a "master" or
 póliza maestra con un asegurador generalmente aceptado, asegurando toda la

"blanket" policy insuring all property subject to the condominium
 Propiedad sujeta al régimen de Propiedad Horizontal, incluyendo todas las mejoras

documents, including all improvements now existing or hereafter
 existentes o que se erijan en el futuro sobre la Propiedad, y esa póliza es satisfactoria

erected on the Property, and such policy is satisfactory to Lender and
 para el Acreedor Hipotecario y provee cubierta de seguro en las cantidades, por los

provides insurance coverage in the amounts, for the periods, and
 plazos, y contra los riesgos requeridos por el Acreedor Hipotecario, incluyendo

against all the hazards Lender requires, including fire and other
 fuego y otros riesgos comprendidos dentro del término "cubierta extendida", y



hazards included within the term "extended coverage," and loss by pérdida por inundaciones hasta el máximo requerido por el Secretario, entonces: (i)

flood to the extent required by the Secretary, then: (i) Lender waives el Acreedor Hipotecario renuncia a la disposición del Párrafo 2 de esta Hipoteca

the provision in Paragraph 2 of one-twelfth of the yearly premium para el pago mensual al Acreedor Hipotecario de una doceava parte de los pagos

installment for hazard insurance on the Property, and (ii) Borrower's anuales de primas de seguro contra riesgo en la Propiedad, y (ii) la obligación del

obligation under Paragraph 4 to maintain hazard insurance coverage Deudor Hipotecario bajo el Párrafo 4 de mantener cubierta de seguro contra riesgos

on the Property is deemed satisfied to the extent that the required a la Propiedad se entiende satisfecha hasta el máximo que la cubierta requerida es

coverage is provided by the Owner's Association policy. Borrower shall provista por la póliza de la Junta. El Deudor Hipotecario dará pronto aviso al

give Lender prompt notice of any lapse in required hazard insurance Acreedor Hipotecario de cualquier interrupción de la cubierta de seguro contra riesgo

coverage and of any loss occurring from a hazard. In the event of requerida y de cualquier pérdida causada por riesgo. En caso de distribución del

distribution of hazard insurance proceeds in lieu of the restoration or producto del seguro contra riesgos en lugar de la restauración o reparación después

repair following a loss to the Property, whether to the condominium de una pérdida sufrida por la Propiedad, ya sea en la unidad en condominio o en los

unit or to the common elements, any proceeds payable to Borrower elementos comunes, cualquier cantidad pagadera al Deudor Hipotecario queda por

are hereby assigned and shall be paid to Lender for application to the presente cedida y será pagadera al Acreedor Hipotecario para aplicarse a las sumas

sums secured by this Mortgage with any excess paid to the entity aseguradas por esta Hipoteca y cualquier exceso será pagadero a quien tenga derecho

entitled thereto. -----
al mismo. -----

—B. Borrower promises to pay Borrower's allocated share of the
—B. El Deudor Hipotecario promete pagar su parte proporcional de los gastos

common expenses or assessments and charges imposed by the Owner's comunales y derramas y cargos impuestos por la Junta, según dispuesto en los

Association, as provided in the condominium documents. -----
documentos del condominio. -----

—C. If Borrower does not pay condominium dues and assessments
—Si el Deudor Hipotecario no paga sus cuotas de mantenimiento y derramas a su

when due, then Lender may pay them. Any amounts disbursed by vencimiento, el Acreedor Hipotecario podrá pagarlas. Cualquier suma desembolsada

Lender under this Paragraph C shall become additional debt of por el Acreedor Hipotecario, bajo este Párrafo C, se convertirá en una deuda adicional

Borrower secured by this Mortgage. Unless Borrower and Lender del Deudor Hipotecario, hipotecariamente asegurada. A menos que el Deudor

agree to other terms of payment, these amounts shall bear interest from Hipotecario y el Acreedor Hipotecario acuerden otros términos de pago, estas sumas

the date of disbursement at the Note rate and shall be payable with
 devengarán interés desde la fecha del desembolso al tipo establecido en el Pagaré y

interest upon notice from Lender to Borrower requesting payment. --
 serán pagaderas, con intereses, tan pronto como el Acreedor Hipotecario haga
 requerimiento de pago.

---D. In this case Lender may also declare the total amounts owed by
 ---D. En este caso el Acreedor Hipotecario puede también declarar inmediatamente

virtue of the Note and all of the amounts secured by this Mortgage
 vencidas, exigibles y pagaderas, la suma total adeudada por virtud del Pagaré y todas

immediately due, demandable, and payable, if Borrower fails to make
 las cantidades garantizadas por esta Hipoteca, si el Deudor Hipotecario no efectúa

the monthly payments of mortgage insurance premium payable to
 los pagos mensuales para la prima de seguro hipotecario pagaderos al Secretario.

the Secretary.

FIFTH: Minimum Bidding Amount. In compliance with the
QUINTO: Tipo Mínimo en Subasta. En cumplimiento de lo dispuesto en el Artículo

provisions of Article One Hundred Seventy-Nine (179) of Act
 Ciento Setenta y Nueve (179) de la Ley Número Ciento Noventa y Ocho (198),

Number One Hundred Ninety-Eight (198) approved on August eight
 aprobada el día ocho (8) de agosto de mil novecientos setenta y nueve (1979), por la

(8) Nineteen Hundred Seventy-Nine (1979), it is hereby agreed that the
 presente se fija como tipo mínimo para la primera subasta, en caso de ejecución, la

minimum bidding amount for the first public auction in case of fore-
 cantidad de-----

closure is fixed in the amount of FIFTY FIVE THOUSAND ONE HUNDRED
 FIFTY SIX DOLLARS (\$55,156.00)-----



--SIXTH: Recording in the Registry of Property.
SEXTO: Inscripción en el Registro de la Propiedad.

—Borrower expressly agrees with Lender that in the event it is not
—El Deudor Hipotecario conviene expresamente que de no poderse inscribir esta
possible to record this Mortgage in the corresponding Registry of
esta Hipoteca como Primer gravamen hipotecario, por cualquier causa, con
Property, for any reason whatsoever, as a First Mortgage lien, senior
preferencia a cualquier otra deuda y sin defectos de clase alguna, dentro de un término
to any and every other lien, and without any defects of any kind what-
que no excederá de sesenta (60) días, contados desde este otorgamiento, la deuda
soever, within a period not exceeding Sixty (60) days from the execution
se considerará vencida en su totalidad y el Acreedor Hipotecario podrá proceder a
of this Mortgage, the debt shall become totally due and Lender may
su cobro por la vía judicial.
proceed to its judicial collection.

SEVENTH: Mortgage and Note; Interpretation.
SEPTIMO: Hipoteca y Pagaré; Interpretación.

—The Mortgage and the Note have been originally drafted in English
—Esta Hipoteca y el Pagaré han sido originalmente redactados en idioma inglés y la
and the interpretation of their texts in this language shall prevail over
interpretación de sus textos en este idioma prevalecerá sobre su traducción en
their Spanish translation.
español.

NINTH: Borrower (Notary's Personal Knowledge or Form of
NOVENO: Deudor Hipotecario (Fe Notarial de Conocimiento Personal o

Identification): -----

Identificación): -----

---DON HARRY LUIS SANTANA LAMBOY, seguro social número "581-
59-8251", mayor de edad, soltero, propietario y vecino de-----
Aguadilla, Puerto Rico.-----

---Since I do not personally know the Mortgagors, they -----
---Debido a no conocer personalmente a los Deudores, estos ---
present to me as indentifying witness SARA AGUILAR MIRANDA
me presentan como testigo de conocimiento a -----

----- social security number "584-09-6686",
----- seguro social número -----

married,---- well known to me, of legal age, property owner,
----- Conocido(a) por mí, mayor de edad, propietario,

and resident of Mayaguez,---- Puerto Rico, fully -----
y vecino de----- Puerto Rico, debidamente-----

capacitated to act as such who assures me, on his (her) -----
capacitado para actuar como tal, quien me asegura bajo su-----

responsability that the Mortgagors are the same persons -----
responsabilidad que los Deudores son las mismas personas-----

who appear in this Deed, in this same act. -----
que comparecen en esta escritura, en este mismo acto.-----

TENTH: Lender (Notary's Personal Knowledge or -----

DECIMO: Acreedor Hipotecario (Fe Notarial de Conocimiento-----

Form of Identification): Lender is:-----

Personal o Identificación): El Acreedor Hipotecario es: -----

R & G MORTGAGE CORPORATION, social security number "66-031-1912

R & G MORTGAGE CORPORATION, seguro social número "66-031-1912"-

a corporation organized and existing under the laws of the-----
una corporación organizada y existente bajo las Leyes de-----

Commonwealth of Puerto Rico; represented herein by its duly ---
Puerto Rico, representada en este acto por su -----

authorized agent: BLANCA RIVERA DELGADO, social security ----
agente autorizado: -----

number "581-98-8491", of legal age, executive and resident of

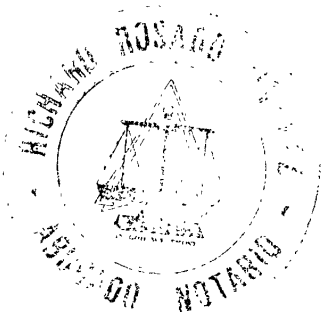
San Juan, Puerto Rico,-----

a quien conozco personalmente.-----

ELEVENTH: Homestead Rights; Waiver. To further secure payment of

UNDECIMO: Hogar Seguro; Renuncia. Para mayor garantía de pago del Pagaré

the Note, Borrower, in conformity with the laws of the Commowealth
el Deudor Hipotecario, de conformidad con las Leyes del Estado Libre Asociado de



of Puerto Rico, expressly waives in favor of Lender, his homestead
 Puerto Rico, expresamente renuncia a favor del Acreedor Hipotecario, su derecho

and property rights with all of the uses and rights which he presently
 de hogar seguro sobre la Propiedad con todos los usos y derechos que en la actualidad

possesses or may in the future possess therein, expressly waiving in
 posee o que pueda poseer en el futuro, expresamente renunciando a favor del

favor of Lender all of his titles, rights and interests of any kind or
 Acreedor Hipotecario todos sus titulos, derechos e intereses de cualquier clase o

description in the Property and in the buildings constructed thereon,
 descripción en la Propiedad y en los edificios en ella construidos, que actualmente o

which he presently possesses, or may in the future possess.
 en el futuro posea.

ACCEPTANCE

ACEPTACION

---The appearing parties, Lender and Borrower, accept this Deed in its
 ---Los comparecientes, Acreedor y Deudor Hipotecario, aceptan esta Escritura en

entirety and I, the Notary, made to the appearing parties the necessary
 su totalidad y yo, el Notario, les hice las advertencias legales pertinentes a su otorga-

legal warnings concerning its execution. I, the Notary, advised the
 miento. Yo, el Notario, advertí a los comparecientes de su derecho a tener testigos

appearing parties as to their right to have witnesses present at this
 presentes en este otorgamiento, a cuyo derecho renunciaron. Luego de haber sido leída

execution, which right they waived. The appearing parties, having read
 esta escritura por los comparecientes, la ratifican totalmente y confirman que las

this Deed in its entirety, fully ratify and confirm the statements
 declaraciones contenidas en la misma reflejan fiel y exactamente sus estipulaciones,

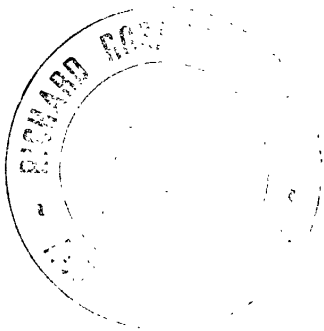
contained herein as the true and exact embodiment of their stipulations,
 pactos y convenios, por lo que los comparecientes firman esta escritura ante mí, el

covenants and agreements, whereupon the appearing parties sign this
 Notario, y escriben sus iniciales en todas y cada una de sus páginas.

Deed, before me, the Notary, and place their initials on each and every
 page of this Deed.

---I, the Notary, do hereby certify and attest as to everything stated or
 ---Yo, el Notario, por la presente certifico y DOY FE de todo lo declarado y contenido

contained in this Deed.
 en esta escritura



I hereby certify and attest as to everything stated and contained in the foregoing and on the undersigned and submit to the bonding of the State of New York.

[Handwritten signature]
 Notary Public

Hoy día de su otorgamiento
expedí Primera Copia Certi-
ficada a nombre de R & G--
MORTGAGE CORPORATION.-----

Notario Público

---NUMBER: ONE HUNDRED NINETY ONE (191)-----
---NUMERO -----

-----FIRST MORTGAGE-----
-----PRIMERA HIPOTECA-----

---In the City of Mayaguez, Puerto Rico, this twenty seven (27)
---En la ciudad de -----
day of October, nineteen hundred ninety two (1992).-----

-----BEFORE ME-----
-----ANTE MI-----

---RICHARD ROSADO JIMENEZ-----, Notary Public in
-----, Notario Público de
Puerto Rico, with offices at Bayamón -----
Puerto Rico, con oficinas en -----

and residence in San Juan, -----
y residencia en -----
Puerto Rico, -----
Puerto Rico, -----

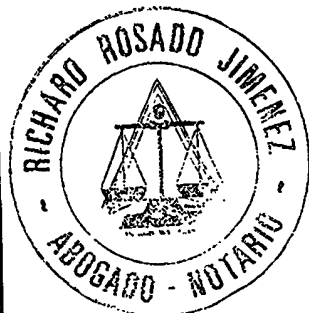
-----APPEAR-----
-----COMPARECEN-----

---The parties mentioned in paragraphs Ninth and Tenth of -----
---Las partes nombradas en los párrafos Noveno y Décimo de esta escritura-----
this deed, hereinafter called the "Borrower" and the "Lender,"
denominadas de aquí en adelante "Deudor Hipotecario" y "Acreedor Hipotecario".
whose personal circumstances are set forth in said paragraphs. -----
cuyas circunstancias personales aparecen en dichos párrafos. -----

---The appearing parties assure me that they are in the full exercise
---Asegúranme los comparecientes hallarse en el pleno goce de sus derechos
of their civil rights without anything to the contrary being known
civiles, sin que me conste nada en contrario, y teniendo a mi juicio la capacidad
to me, and being in my judgment legally competent to execute this
legal necesaria para este otorgamiento, libremente -----
document, they freely -----

-----STATE AND COVENANT-----
-----DECLARAN Y CONVIENEN-----

FIRST: That the Borrower is the owner of the property or properties
PRIMERO: Que el Deudor Hipotecario es dueño de la propiedad o propiedades
described in Paragraph Eighth of this Deed, hereinafter called the-----
descritas en el párrafo Octavo de esta escritura, denominada en lo sucesivo la
"Property" and has the right to mortgage the Property; that the-----
"Propiedad" y tiene el derecho de hipotecar la Propiedad; que la Propiedad está
Property is unencumbered, except for encumbrances of record and-----
libre de cargas y gravámenes, excepto por las cargas inscritas y que el Deudor



that the Borrower will warrant and defend the title to the Property
Hipotecario garantizará y defenderá su título a la Propiedad contra toda reclamación

against all claims and demand. -----
y demanda. -----

SECOND: That as evidence of a loan received from Lender, the
SEGUNDO: Que como evidencia de un préstamo recibido del Acreedor Hipotecario.

Borrower as of this date has subscribed a promissory note in the
el Deudor Hipotecario ha suscrito en esta misma fecha, un pagaré por la

sum of FIFTY FIVE THOUSAND ONE HUNDRED FIFTY SIX -----
suma de -----

----- Dollars (US \$ 55,156.00-----) with interest
----- Dólares (US \$ -----) con intereses a

at the rate of EIGHT ----- per cent (8----- %)
razón del ----- por ciento (----- %)

per annum until the total satisfaction of the same, payable to
anual hasta el saldo total del mismo, pagadero a favor de

R & G MORTGAGE CORPORATION,-----

or its order, the principal and interest being payable monthly
o a su orden y pagadero el principal e intereses en plazos mensuales

installments of FOUR HUNDRED FOUR DOLLARS AND SEVENTY TWO -----
de -----

CENTS -----Dollars (US \$404.72-----)
----- Dólares (US \$ -----)

commencing on the first day of December,----- Nineteen Hundred
comenzando el día primero de ----- de mil novecientos

Ninety Two----- (19 92) and a like amount on the first day of each
----- (19 --) e igual cantidad en cada uno de los días primeros

succeeding month until full payment of the debt, which if not paid
de cada mes subsiguiente hasta el pago total de la deuda, la cual si no es pagada

earlier, will be totally due and payable on the first day
antes, será totalmente vencida y pagadera el primer día de

of November,-----, Two Thousand Twenty Two----- (2022)
----- del año Dos mil ----- (20----)

authenticated by the authorizing Notary, as per Affidavit
autenticado por el Notario autorizante, bajo Afidávit

Number Two Hundred Thirty Two (232)-----
número -----

THIRD: In order to guarantee the total and complete payment of the
TERCERO: Con el propósito de garantizar el total y completo pago de la deuda

debt as evidenced by the above described promissory note, as well
que evidencia el pagaré descrito anteriormente, así como todas y cada una de las

as each and every one of the conditions therein contained, and to
condiciones que el mismo contiene, y para garantizar además tres sumas

further secure three additional amounts of FIVE THOUSAND FIVE---
adicionales de -----

HUNDRED SIXTY DOLLARS (\$5,516.00)-----

each, which are stipulated to cover (a) interest in addition to those
cada una, que se fijan para cubrir (a) intereses además de los garantizados por
secured by law, (b) the amount which the debtor undertakes to
la ley, (b) la suma que el deudor se obliga a satisfacer como suma líquida sin
pay as a liquidated amount without necessity for liquidation and
necesidad de liquidación y aprobación por el tribunal para costas, gastos y
approval by the court to cover costs, expenses and attorney's fees
honorarios de abogado para el caso de que el Tenedor del Pagaré tome acción
in the event the holder of the Note has to take recourse to foreclosure
judicial en ejecución de hipoteca y (c) cualesquiera otros adelantos que puedan
or judicial collection, and (c) any other advances that may be made
hacerse dentro de este contrato en adición a las cantidades que el Pagaré expresa,
under this contract in addition to the amounts stated in the Note,
el Deudor Hipotecario por la presente constituye una Primera Hipoteca sobre la
the Borrower by these presents constitutes a First Mortgage on the
Propiedad, que ha sido descrita en el párrafo Noveno, incluyendo todas sus
Property described in paragraph Ninth, including all of its
edificaciones, maquinarias, instalaciones y cualquier otro edificio o edificios y
buildings, machinery, installations and any other building or
estructuras que se construyan en la Propiedad así como cualquier otra maquinaria
buildings and structures that may be constructed on it as well as
o instalaciones que se coloquen en la Propiedad o en los edificios que existan en la
any other machinery or installations that may be placed on the
misma, o que sean construidas allí en el futuro, durante la vigencia de esta hipoteca,
or in the buildings existing on the same or which may be constructed
incluyendo todos sus usos, servidumbres y demás pertenencias, así como sus
thereon in the future, during the period of time that the mortgage is
rentas y productos de las mismas y todos los aparatos e instalaciones de cualquier
in effect, including all of its uses, servitudes and other appurtenances,
clase para suplir y distribuir calor, refrigeración, alumbrado, agua o energía y todo
as well as its rents and the product of the same and all apparatus and
el servicio e instalaciones necesarias instaladas o que se instalen en el futuro
installations of any kind for the furnishing and distribution of heat,
en la Propiedad y en general sobre todo derecho de propiedad, título e interés que
refrigeration, light, water or power and all the services and necessary
tenga el otorgante sobre la Propiedad.
installations presently installed upon or which may be in the future
installed upon the Property and in general upon all of the property
right, title and interest that the executing party may have in the
Property.

FOURTH: Borrower and Lender further covenant and agree as
CUARTO: El Deudor Hipotecario y el Acreedor Hipotecario pactan y convienen,

follows:
además:

—1. **Payment of Principal, Interest and Late Charge.**
—1. **Pago de Principal, Intereses y Recargos por Demora.**

The Borrower shall pay when due, the principal of, and interest on,
El Deudor Hipotecario pagará puntualmente, a su vencimiento, el principal más



the debt evidenced by the Note, and late charges due under the los intereses sobre la deuda evidenciada por el Pagaré y los recargos por demora

Note.
adeudados conforme al Pagaré.

--2. Monthly Payment of Taxes, Insurance and other Charges. -----
--2. Pago Mensual de Contribuciones, Seguros y Otros Cargos. -----

Borrower shall include in each monthly payment, together with El Deudor Hipotecario incluirá con cada pago mensual, junto con el principal

the principal and interest as set forth in the Note and any late charges, e intereses pactados en el Pagaré y cualquier recargo por demora adeudado,

an installment of any (a) taxes and special assessments levied or to un plazo de cualesquiera (a) contribuciones tasadas o impuestas sobre la

be levied against the Property, (b) leasehold payments or ground Propiedad y cualquiera otra carga especial impuesta o a imponerse sobre la

rents on the Property, and (c) premiums for insurance required by Propiedad, (b) pagos de cánones de arrendamiento o de renta sobre el terreno

Paragraph 4.
donde ubica la Propiedad y (c) primas de seguro requeridas en el Párrafo 4. -----

---Each monthly installment for items (a), (b) and (c) shall equal
---Cada plazo mensual para los renglones (a), (b) y (c) será igual a una doceava

one-twelfth of the annual amounts, as reasonably estimated by parte de las cantidades anuales, razonablemente estimadas por el Acreedor

Lender, plus an amount sufficient to maintain an additional balance Hipotecario, más una cantidad suficiente para mantener un saldo adicional de no

of not more than one-sixth of the estimated amounts. The full annual más de una sexta parte de las cantidades estimadas. La cantidad total anual para

amounts for each item shall be accumulated by Lender within a cada renglón será acumulada por el Acreedor Hipotecario dentro de un período

period ending one month before an item would be delinquent. Lender que termine un mes antes de que caiga en atraso alguno de los renglones (a), (b) y

shall hold the amounts collected in trust to pay items (a), (b) and (c). El Acreedor Hipotecario mantendrá en reserva las cantidades cobradas para

(c) before they become delinquent.
pagar los renglones (a), (b) y (c) antes de que caigan en atraso.

---If at any time the total of the payments held by Lender for items
---Si en algún momento el total de los pagos retenidos por el Acreedor Hipotecario

(a), (b) and (c), together with the future monthly payments for such para pagar los renglones (a), (b) y (c), junto con los pagos mensuales futuros para

items payable to Lender prior to the due dates of such items, exceeds aquellos renglones que son pagaderos al Acreedor Hipotecario antes de estar

by more than one-sixth the estimated amounts of payments required vencidos los mismos, excediera por más de una sexta parte de la cantidad estimada

to pay such items when due, and if payments on the Note are para pagar dichos renglones cuando venzan, y si los pagos del Pagaré están al día,

current, then Lender shall either refund the excess over one-sixth entonces el Acreedor Hipotecario devolverá el exceso sobre una sexta parte de

of the estimated payments or credit the excess over one-sixth of the
los pagos estimados, o acreditará dicho exceso a pagos subsiguientes del Deudor

estimated payments to subsequent payments by Borrower, at the
Hipotecario, a opción del Deudor Hipotecario. Si el total de los pagos efectuados

option of Borrower. If the total of the payments made by Borrower
por el Deudor Hipotecario para los renglones (a), (b) o (c) es insuficiente para pagar

for items (a), (b), or (c) is insufficient to pay the item when due, then
el renglón a su vencimiento, entonces el deudor Hipotecario pagará al Acreedor

Borrower shall pay to the Lender any amount necessary to make up the
Hipotecario cualquier cantidad necesaria para cubrir la deficiencia en o antes de

deficiency on or before the date the item becomes due. -----
la fecha en que el renglón venza. -----

—As used in this Mortgage Deed "Secretary" means the Secretary
—Tal cual se usa en esta Escritura de Hipoteca, "Secretario" significa el Secretario
of Housing and Urban Development of the United States of-----
de Desarrollo Urbano y Vivienda de los Estados Unidos de-----

America or his or her designee. In any year in which the-----
América o su designatario. En cualquier año en que el-----

Lender must pay a mortgage insurance premium to the Secretary,
Acreedor esté obligado a pagar la prima de seguro al-----

each monthly payment shall also include either: (i) an-----
Secretario, cada plazo mensual incluirá también alternativa-----

installment of the annual mortgage insurance premium to be
mente: (i) un plazo de la prima anual del seguro hipotecario

paid by the Lender to the Secretary, or (ii) a monthly charge
que será pagada por el Acreedor Hipotecario al Secretario, o,

instead of a mortgage insurance premium if this Mortgage is--
(ii) un cargo mensual en lugar de una prima de seguro hipote-----

held by the Secretary. Each monthly installment of the-----
cario, si el Secretario fuese el tenedor de esta Hipoteca.-----

mortgage insurance premium shall be in an amount sufficient--
Cada plazo mensual de la prima del seguro Hipotecario será-----

to accumulate the full annual mortgage insurance premium with
de una cantidad suficiente para acumular con el Acreedor-----

Lender one month prior to the date the full annual mortgage--
Hipotecario el total de la prima anual un mes antes de la-----

insurance premium is due to the Secretary, or if this is held
fecha en que deba ser pagada en su totalidad al Secretario, o

by the Secretary, each monthly charge shall be in an amount--
si el Secretario fuere el tenedor de esta Hipoteca, cada cargo

equal to one-twelfth of one-half percent. of the outstanding--
mensual será equivalente a una doceava parte de un medio por-----

principal balance due on the Note.-----
ciento del saldo del principal adeudado en el Pagaré.-----

---If Borrower tender to Lender the full payment of all sums
---Si el Deudor Hipotecario efectúa al Acreedor Hipotecario-----

secured-----
el pago completo-----



by this Mortgage, Borrower's account shall be credited with the de todas las sumas aseguradas por esta Hipoteca, la cuenta del Deudor Hipotecario

balance remaining for all installments for items (a), (b) and (c) and será acreditada con el balance restante de todos los plazos para los renglones (a),

any mortgage insurance premium installment that Lender has not (b) y (c) y con cualquier plazo de la prima del seguro hipotecario que el Acreedor

become obligated to pay to the Secretary, and Lender shall promptly Hipotecario no estuviere obligado a pagar al Secretario y el Acreedor Hipotecario

refund any excess funds to Borrower. Immediately prior to a reembolsará prontamente al deudor Hipotecario cualquier exceso de fondos.

foreclosure sale of the Property or its acquisition by Borrower Inmediatamente antes de una venta de la Propiedad por ejecución

the Borrower's account shall be credited with any balance----- de hipoteca o de su adquisición por el Acreedor Hipotecario, la

remaining for all installments for items (a), (b) and (c).----- cuenta del Deudor Hipotecario será acreditada con cualquier balance que quede para el pago de todos los plazos por concepto de los renglones (a), (b) y (c).

---3. Application of Payments: All payments under paragraph

---3. Aplicación de Pagos: todos los pagos bajo los párrafos

1 and 2 shall be applied by Lender as follows:----- 1 y 2 serán aplicados por el Acreedor Hipotecario como sigue:

---First, to the mortgage insurance premium to be paid by----- ---Primero, a la prima del seguro hipotecario a ser pagada por

Lender to the Secretary or to the monthly charge by the----- el Acreedor Hipotecario al Secretario o al cargo mensual paga-

Secretary instead of the monthly mortgage insurance premium.-- dero al Secretario en lugar de la prima mensual del seguro Hipotecario.

---Second, to any taxes, special assessments, leasehold pay--- ---Segundo, a cualquier tipo de contribuciones, impuestos espe-

ments or ground rents, and fire, flood and other hazard----- ciales, cánones de arrendamiento o renta por el uso del-----

insurance premiums as required;----- suelo donde ubica la Propiedad y las primas de seguro contra fuego, inundación y otros riesgos, según requeridas.

---Third, to interest due under the Note;----- ---Tercero, a intereses vencidos conforme al Pagaré;

---Fourth, to amortization of the principal of the Note;----- ---Cuarto, a la amortización del principal del Pagaré;

---Fifth, to late charges due under the Note;----- ---Quinto, a los recargos por demora adeudados conforme el Pagaré.

---4. Fire, Flood and Other Hazard Insurance. Borrower shall ---4. Seguros Contra Fuego, Inundaciones y otros Riesgos. El

insure all improvements on the Property, whether now in----- Deudor Hipotecario asegurará las mejoras ahora existentes o-----

existence or----- subsiguientemente edificadas sobre la-----

subsequently erected, against all hazards, casualties and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to Lender.

---In the event of loss, Borrower shall give Lender immediate notice
---En caso de pérdida, el Deudor Hipotecario notificará de inmediato por correo

by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized

and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly.

el pago por tales pérdidas directamente al Acreedor Hipotecario, en lugar de hacerlo al Deudor Hipotecario y al Acreedor Hipotecario conjuntamente.

All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Mortgage, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or

at its option, either (a) to the reduction of the indebtedness under the Note and this Mortgage, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or

the Note and this Mortgage, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or

paragraph 3 y luego el pre-pago de principal, o (b) a la restauración o reparación de la

(b) to the restoration or repair to the damaged Property. Any application of the proceeds to the principal shall not extend or

no extenderá ni pospondrá la fecha de vencimiento de los pagos mensuales a que

postpone the due date of the monthly payments which are referred se hace referencia en el párrafo "2", ni cambiará la suma de dichos pagos. Cualquier

to in paragraph 2, or change the amount of such payments. Any exceso en el producto del seguro sobre la cantidad requerida para pagar la



excess insurance proceeds over an amount required to pay all
totalidad de la deuda bajo el Pagaré y esta Hipoteca será pagadero a la entidad

outstanding indebtedness under the Note and the Mortgage shall be
con derecho a ese pago.

paid to the entity legally entitled thereto.

—In the event of foreclosure of this Mortgage or other transfer of
—En caso de ejecución de esta Hipoteca o de cualquier otra transferencia del

title to the Property that extinguishes the indebtedness, all right, title
título de la Propiedad que extinga la deuda, todo derecho, título e interés del Deudor

and interest of Borrower in and to insurance policies in force shall
Hipotecario en pólizas de seguro vigentes, pasarán al comprador.

pass to the purchaser.

—5. Occupancy, Preservation, Maintenance and Protection of the

—5. Ocupación, Preservación, Mantenimiento y Protección de—

Property; Borrower's Loan Application; Leaseholds. Borrower—
la Propiedad; Solicitud de Préstamo del Deudor Hipotecario;—

shall occupy, establish and use the Property as Borrower's—
Arrendamientos. El Deudor Hipotecario deberá ocupar, estable-

principal residence within sixty days after the execution of -
cer y usar la Propiedad como su residencia principal dentro de

this Mortgage and shall continue to occupy the Property as—
sesenta días posterior al otorgamiento de esta Hipoteca y—

Borrower's principal residence for at least one year after the
deberá continuar ocupando la Propiedad como su residencia prin-

date of occupancy, unless the Secretary determines this requi-
ciple hasta por lo menos un año después de la fecha de ocupa-

rent will cause undue hardship to Borrower, or unless exte-
ción de la misma, a menos que el Secretario determine que este

nuating circumstances exist which are beyond Borrower's-----
requerimiento puede causar problemas excesivos al Deudor Hipo-

control. Borrower shall notify Lenders of any extenuating----
tecario, o a menos que existan circunstancias atenuantes que--

circumstances. Borrower shall not commit waste or destroy,---
estén fuera del control del Deudor. El Deudor Hipotecario—

damage or substantially change the Property or allow the-----
deberá notificar al Acreedor Hipotecario de cualquiera de estas

Property to deteriorate, reasonable wear and tear excepted.--
circunstancias atenuantes. El Deudor Hipotecario no causará—

Lender may inspect the Property if the Property is vacant or--
menoscabo, ni destruirá, dañará ni substancialmente alterará—

abandoned or the loan is in default. Lender may take reason--
la Propiedad ni permitirá que la Propiedad se deteriore,——

able action to protect and preserve such vacant or abandoned--
excepto por el uso y desgaste normal. El Acreedor Hipotecario

Property. Borrower shall also be in default if Borrower,
podrá inspeccionar la Propiedad si estuviese desocupada o——

'during the loan application process, gave materially false or abandoned o si hubiese incumplimiento del préstamo. El-----

inaccurate information or statements to Lender (or failed to--
Acreeedor Hipotecario podrá tomar aquella acción razonable que

provide Lender with any material information) in connection---
sea necesaria para proteger y cuidar dicha Propiedad desocu---

with the loan evidenced by the Note, including, but not-----
pada o abandonada. El Deudor Hipotecario también estará en---

limited to, representations concerning Borrower's occupancy of
incumplimiento si durante el proceso de solicitar el préstamo

the Property as a principal residence.-----
hubiese dado al Acreeedor Hipotecario información o declaracio-
nes materialmente falsas o inexactas (o dejara de proveer al-
Acreeedor Hipotecario información pertinente o necesaria) en---
relación con el préstamo evidenciado por el Pagaré, incluyendo,
pero no limitado a, representaciones relacioandas con la ----
ocupación por el Deudor Hipotecario de la Propiedad como su---
residencia principal.-----

If this Mortgage is on a leasehold Borrower shall comply-----
Si esta Hipoteca recae sobre un derecho de arrendamiento, el

with the provisions of the lease. If Borrower acquires fee--
Deudor Hipotecario cumplirá con los términos de dicho arrenda--

title to the Property, the leasehold and fee title shall not-
miento. Si el Deudor Hipotecario adquiere título en pleno-----

be merged unless Lender agrees to the merger in writing.-----
dominio sobre la Propiedad el derecho de arrendamiento y el---
título en pleno dominio no se consolidarán a menos que el---
Acreeedor Hipotecario dé su consentimiento por escrito.-----

—6. Charges to Borrower and Protection of Lender's Rights

—6. Cargos al Deudor y Protección de los Derechos del-----

in the Property. Borrower shall pay all governmental or-----
Acreeedor Hipotecario sobre la Propiedad. El Deudor Hipote---

municipal charges, fines and impositions that are not -----
cario pagará todo cargo, penalidad o impuesto gubernamental o

included in Paragraph 2. Borrower shall pay these obligations
municipal que no estén incluidos en el Párrafo 2. El Deudor

on time directly to the entity to which payment is owed. If
Hipotecario pagará dichas obligaciones a tiempo directamente---

failure to pay would adversely affect Lender's interest in the
a la entidad a la cual se le adeude dicho pago. Si la falta

Property, upon Lender's request Borrower shall promptly-----
de pago afectase adversamente el interés del Acreeedor Hipote---

furnish the Lender's receipts evidencing these payments.-----
cario en la Propiedad, el Deudor Hipotecario, a solicitud del
Acreeedor Hipotecario, le suministrará prontamente los recibos
que evidencien dichos pagos.-----



--If Borrower fails to make these payments or the payments required
--Si el Deudor Hipotecario no hace dichos pagos o los requeridos bajo el Párrafo

by Paragraph 2, or fails to perform any other covenants and agree-
2, o deja de cumplir con algún otro pacto o convenio contenidos en esta Hipoteca o

ments contained in this Mortgage, or there is a legal proceeding that
si existiera un procedimiento legal que pudiera afectar significativamente los

may significantly affect Lender's rights in the Property (such as a
derechos del Acreedor Hipotecario sobre la Propiedad (tal como un procedimiento

proceeding in bankruptcy, for condemnation or to enforce laws or
de quiebra, de expropiación o para hacer valer las leyes o reglamentos), entonces, el

regulations), then Lender may do and pay whatever is necessary to
Acreedor Hipotecario podrá hacer y pagar lo que sea necesario para proteger el

protect the value of the Property and Lender's rights in the Property,
valor de la Propiedad y sus derechos sobre la misma, incluyendo el pago de impuestos,

including payment of taxes, hazard insurance and other items
seguro contra riesgos y otros renglones mencionados en el párrafo 2. -----

mentioned in Paragraph 2. -----

--Any amounts disbursed by Lender under this Paragraph shall

--Cualquier cantidad desembolsada por el Acreedor Hipotecario bajo este párrafo

become an additional debt of Borrower and be secured by this
se convertirá en una obligación adicional del Deudor Hipotecario y estará asegurada

Mortgage. These amounts shall bear interest from the date of
por esta Hipoteca. Dichas cantidades devengarán intereses desde la fecha de

disbursement, at the Note's rate, and at the option of Lender, shall
desembolso, a la tasa del Pagaré y a opción del Acreedor Hipotecario advendrán

be immediately due and payable. -----
vencidas y pagaderas inmediatamente. -----

--7. Condemnation. The proceeds of any award or claim for damages,

--7. Expropiación. El producto de cualquier laudo o reclamación por daños,

direct or consequential, in connection with any condemnation or
directos, emergentes o resultantes, en relación con cualquier expropiación forzosa

other taking of any part of the Property, or for conveyance in place
o por traspaso en lugar de expropiación, quedan por la presente cedidos y serán

of condemnation, are hereby assigned and shall be paid to Lender
pagados al Acreedor Hipotecario hasta la cantidad total adeudada bajo el Pagaré

to the extent of the full amount of the indebtedness that remains
y esta Hipoteca. El Acreedor aplicará dichos fondos a la reducción de la deuda bajo

unpaid under the Note and this Mortgage. Lender shall apply such
el Pagaré y esta Hipoteca, primero a cualquier cantidad atrasada, en el orden

proceeds to the reduction of the indebtedness under the Note and this
dispuesto en el Párrafo 3 y luego al prepago del principal. Cualquier aplicación de los

Mortgage, first to any delinquent amount applied in the order
fondos al principal no extenderá ni pospondrá la fecha de vencimiento de los pagos

provided in Paragraph 3, and then to prepayment of principal. Any
mensuales a que se hace referencia en el Párrafo 2, ni cambiará la cantidad de dichos

application of the proceeds to the principal shall not extend or
pagos. Cualquier exceso en los fondos sobre la cantidad necesaria para pagar la



postpone the due date of the monthly payments, which are referred to
totalidad de la deuda. bajo el Pagaré y esta Hipoteca, será pagado a la entidad con
in Paragraph 2, or change the amount of such payments. Any excess
derecho a recibirlo.

proceeds over an amount required to pay all outstanding indebtedness
under the Note and this Mortgage, shall be paid to the entity legally
entitled thereto.

---8. Fees. Lender may collect fees and charges authorized by the
---8. Honorarios. El Acreedor Hipotecario podrá cobrar los honorarios y cargos

Secretary.
autorizados por el Secretario.

---9. Grounds for Acceleration of Debt.
---9. Bases para la Aceleración de la Deuda.

---(a) Default. Lender may, except as limited by regulations issued
---(a) Incumplimiento. El Acreedor Hipotecario podrá, sujeto a las limitaciones

by the Secretary in the case of payment defaults, require immediate
contenidas en las reglamentaciones establecidas por el Secretario para el caso de

payment in full of all sums secured by this Mortgage if:
incumplimiento de pagos, requerir el pago total inmediato de todas las sumas
garantizadas por esta Hipoteca, si:

---(i) Borrower defaults to pay in full any monthly payment required
---(i) El Deudor Hipotecario incumple por no pagar completamente cualquier pago

by this Mortgage prior to or on the due date of the next monthly
mensual requerido por esta Hipoteca, en o antes del vencimiento del pago mensual

payment, or
siguiente, o.

---(ii) Borrower defaults by failing, for a period of thirty days, to
---(ii) Si el Deudor Hipotecario incumple al dejar de efectuar durante un término

perform any other obligations contained in this Mortgage.
de treinta días, cualesquiera otra obligación contenida en esta Hipoteca.

---(b) Sale Without Credit Approval. Lender shall, if permitted
---(b) Venta sin Aprobación de Crédito. El Acreedor Hipote---

by applicable law and with the prior approval of the Secretary,
cario podrá, si fuera permitido por el derecho aplicable, y con

require immediate payment in full of all sums secured by this-
previa aprobación del Secretario, requerir el pago inmediato de

Mortgage if:-----
la totalidad de todas las sumas garantizadas por esta Hipoteca si:-----

---(i) All or part of the Property, or a beneficial interest in
---(i) Toda o parte de la Propiedad, o una participación en un

a trust owning all or part of the Property, is sold or otherwise
fideicomiso dueño en todo o en parte de la Propiedad, es vendi-

transferred (other than by devise or descent) by the Borrower,-
da o de otra forma transferida por el Deudor Hipotecario-----

and-----
(excepto por legado o herencia) y-----

---(ii) The Property is not occupied by the purchaser or-----
---(ii) La Propiedad no está ocupada por el comprador o cesio-
grantee as his or her principal (or secondary) residence, or---
nario como su residencia principal (o secundaria) o de estarlo
the purchaser or grantee does so occupy the Property, but his-
si su crédito no ha sido aprobado de acuerdo con los requisi-
or her credit has not been approved in accordance with the----
tos del Secretario.

requirements of the Secretary.-----

---The words in brackets apply only for cases not subject to--
---Las palabras en paréntesis aplican solamente a casos que no

the restriction on secondary residences. Paragraph 9 (b)-----
estén sujetos a la restricción sobre residencias secundarias.-

applies if one of the following three conditions has been met:
El Párrafo 9 (b) aplica si una de las siguientes tres-----
condiciones se ha cumplido:-----

--- (i) A conditional commitment or master conditional commit-
---(i) Un acuerdo condicionado o un acuerdo condicionado en-----

ment has been issued by HUD on or after December 15, 1989; or
bloque ha sido emitido por HUD en o posterior al 15 de-----
diciembre de 1989; o-----

---(ii) An appraisal report or master appraisal report has been
---(ii) Un informe de tasación o un informe de tasación en-----

signed by a Direct Endorsement underwriter on or after-----
bloque ha sido firmado por Endoso Directo por el originador en

December 15, 1989; or-----
o posterior al 15 de diciembre de 1989; o-----

--- (iii) A certificate of reasonable value or master certifi-
--- (iii) Un certificado de valor razonable o un certificado-----

cate of reasonable value has been issued by the Department of
de valor razonable en bloque ha sido emitido por el Departam-----

Veterans Affairs on or after December 15, 1989.-----
mento de Asuntos del Veterano en o posterior al 15 de-----
diciembre de 1989.-----

---(c) No Waiver. If circumstances occur that would permit---
---(c) No Habrá Renuncia. Si ocurrieran circunstancias que-----

Lender to require immediate payment in full, but Lender does--
permitan al Acreedor Hipotecario requerir el pago total inme-----

not require such payment, Lender does not waive its rights----
diato y no lo hiciera, el Acreedor Hipotecario no renuncia sus

with respect to subsequent events.-----
derechos respecto a eventos subsiguientes.-----

---(d) Regulations of HUD Secretary. In many circumstances---
---(d) Reglamentos del Secretario de HUD. En muchas circums-----

regulations issued by the Secretary will limit Lender's -----
tancias los reglamentos emitidos por el Secretario limitarán-----



rights, in the case of payment defaults, to require immediate los derechos del Acreedor Hipotecario, en el caso de incumpli-

payment in full and foreclose if not paid. This Mortgage does miento, para requerir el pago total inmediato y para proceder-

not authorize acceleration or foreclosure if not permitted by a la ejecución si no lo satisfacen. Esta Hipoteca no autoriza

regulations of the Secretary.-----
aceleración de pago o ejecución de Hipoteca a menos que se---
permita por los reglamentos del Secretario.-----

---(e) Mortgage Not Insured. Borrower agrees that should this
---(e) Hipoteca no Asegurada. El Deudor Hipotecario conviene

Mortgage and the Note secured hereby not be eligible for-----
que si esta Hipoteca y el Pagaré por ella garantizado no ---

insurance under the National Housing Act within Ninety (90)---
fueran elegibles para ser asegurados bajo la ley Nacional de---

days from the date hereof, Lender may, at its option and not--
Vivienda dentro de noventa (90) días desde esta fecha, el---

withstanding anything in Paragraph 9, require immediate payment
Acreedor Hipotecario podrá requerir, a opción suya, y no obs---

in full of all sums secured by this Mortgage. A written sta--
tante lo dispuesto en el Párrafo 9, el pago total inmediato de

tenant of any authorized agent of the Secretary dated subse---
todas las sumas garantizadas por esta Hipoteca. La declaración

quent to Ninety (90) days from the date hereof, declining to--
por escrito de cualquier agente autorizado del Secretario fe---

insure this Mortgage and the note secured thereby, shall be---
chada con posterioridad de noventa (90) días de la fecha de---

deemed conclusive proof of such ineligibility. Notwithstanding
ésta, negándose a asegurar esta Hipoteca y el Pagaré, se consi-

the foregoing, this option may not be exercised by Lender when
derará prueba concluyente de tal ineligibilidad. No obstante

the unavailability of insurance is solely due to Lender's-----
lo anterior, esta opción no podrá ser ejercitada por el---

failure to remit a mortgage insurance premium to the-----
Acreedor Hipotecario cuando la no disponibilidad del seguro se

Secretary.-----
deba únicamente a que dicho acreedor no haya remitido al-----
Secretario la prima del seguro Hipotecario.-----

---10. Reinstatement. Borrower has a right to be reinstated
---10. Reinstalación. El Deudor Hipotecario tiene el derecho

if Lender has required immediate payment in full because of---
a que se le reinstale si el Acreedor Hipotecario le ha reque---

Borrower's failure to pay an amount due under the Note of this
rido el pago inmediato total debido a que el Deudor Hipotecario

Mortgage. This right applies even after foreclosure proceed--
haya incumplido en el pago de cualquier suma adeudada bajo el
ings are instituted. To reinstate the Mortgage, Borrower shall
Pagaré o esta Hipoteca. Este derecho aplica aún después de---

tender in a lump sum all amounts required to bring Borrower's _____
de haberse iniciado procedimiento de ejecución. Para reinstalar la _____

account current including, to the extent they are obligations of _____
la Hipoteca el Deudor Hipotecario deberá entregar, de una sola vez,

Borrower under this Mortgage, foreclosure costs and reasonable and _____
todas las sumas requeridas para poner su cuenta al día, incluyendo _____

customary attorney's fees and expenses properly associated with the _____
hasta donde sea obligaciones del Deudor Hipotecario bajo esta _____

foreclosure proceedings. Upon reinstatement by Borrower, this Mort- _____
Hipoteca, costas de ejecución y honorarios de abogado razonables y _____

gage, and the obligations that it secures shall remain in effect as if _____
acostumbrados y gastos propiamente asociados con el procedimiento _____

Lender had not required immediate payment if full. However, _____
de ejecución. Luego de la reinstalación por el Deudor Hipotecario,

Lender is not required to permit reinstatement if: (i) Lender has not _____
esta Hipoteca y las obligaciones que ella garantiza permanecerán en _____

accepted reinstatement after the commencement of foreclosure _____
vigor como si el Acreedor Hipotecario no hubiera requerido pago _____

proceedings within two years immediately preceeding the commence- _____
inmediato total. Sin embargo, el Acreedor Hipotecario no está _____

ment of a current foreclosure proceeding, (ii) reinstatement will _____
obligado a permitir la reinstalación si: (i) el Acreedor Hipotecario _____

preclude foreclosure on different grounds in the future, or _____
ya ha aceptado una reinstalación después de haber comenzado un _____

(iii) reinstatement will adversely affect the priority of the lien _____
procedimiento de ejecución dentro de los dos años inmediatamente _____

created by this Mortgage. _____
anteriores al comienzo del procedimiento de ejecución actual _____
(ii) la reinstalación impide una ejecución por razones diferentes en el _____
futuro, o (iii) la reinstalación habrá de afectar adversamente el _____
rango del gravamen creado por esta Hipoteca.-----



---11. Borrower Not Released; Forbearance by Lender Not a Waiver.

---11. Indulgencia de Morosidad por el Acreedor Hipotecario; No Constituye Renuncia.

Extension of the time of payment or modification of amortization of
Ni la prórroga de la fecha de pago, ni la modificación de la amortización de las

the sums secured by this Mortgage granted by Lender to any
sumas aseguradas por esta Hipoteca concedidas por el Acreedor Hipotecario a

successor in interest of Borrower shall not operate to release the
cualquier sucesor en título del Deudor Hipotecario relevará de responsabilidad

liability of the original Borrower or Borrower's successors in
ni al Deudor Hipotecario original ni a sus sucesores en título. No se requerirá del

interest. Lender shall not be required to commence proceedings
Acreedor Hipotecario que comience procedimientos contra cualquier sucesor en

against any successor in interest or refuse to extend time for payment
título ni que rehuse extender la fecha de pago o que de otra forma modifique la

or otherwise modify amortization of the sums secured by this Mortgage
amortización de las sumas garantizadas por esta Hipoteca por razón de cualquier

by reason of any demand made by the original Borrower or Borrower's
exigencia del Deudor Hipotecario original o de sus sucesores en título. Cualquier

successors in interest. Any forbearance by Lender in exercising any
indulgencia del Acreedor Hipotecario en el ejercicio de cualquier derecho o remedio

right or remedy shall not be a waiver of or preclude the exercise of any
no constituirá renuncia ni impedimento para el ejercicio de cualquiera de esos

right or remedy. -----
derechos y remedios. -----

---12. Successors and Assigns Bound; Joint and Several Liability;
---12. Sucesores y Cesionarios Obligados; Responsabilidad Solidaria; Cofirmantes.

Co-Signers. The covenants and agreements of this Mortgage shall
Los pactos y convenios contenidos en esta Hipoteca obligarán y beneficiarán a los

bind and benefit the successors and assigns of Lender and Borrower,
sucesores y cesionarios del Acreedor Hipotecario y del Deudor Hipotecario, sujeto

subject to the provisions of Paragraph 9 (b). Borrower's covenants
a las disposiciones del Párrafo 9 (b) de la presente. Los pactos y convenios del Deudor

and agreements shall be joint and several. Any Borrower who
Hipotecario serán solidarios. Cualquier Deudor Hipotecario que sea cofirmante

co-signs this Mortgage, but does not execute the Note: (a) is co-signing
de esta Hipoteca pero no del Pagaré: (a) es cofirmante únicamente para hipotecar

this Mortgage only to mortgage, grant and convey that Borrower's
todo su interés y derecho sobre la Propiedad, bajo los términos y condiciones

interest in the Property under the terms of this Mortgage; (b) is not
contenidos en esta escritura; (b) no queda personalmente obligado a pagar las sumas

personally obligated to pay the sums secured by this Mortgage; and
garantizadas por esta Hipoteca; y (c) pacta y conviene que el Acreedor Hipotecario

(c), agrees that Lender and any other Borrower may agree to extend, y cualquier otro Deudor Hipotecario, podrán acordar prorrogar, modificar, modify, forbear or make any accommodations with regard to the renunciar o llegar a cualquier otro arreglo sobre los términos de esta Hipoteca o terms of this Mortgage or the Note without that Borrower's consent. del pagaré, sin el consentimiento de dicho cofirmante de la Hipoteca.

---13. Notices. Any notice to Borrower provided for in this Mortgage

---13. Notificaciones. Toda notificación al Deudor Hipotecario prevista en esta

shall be given by delivering it or by mailing it by First Class Hipoteca le será hecha mediante entrega o por correo de Primera Clase, a menos que

mail unless applicable law requires use of another method. The notice el derecho aplicable requiera el uso de otro método. La notificación le será dirigida

shall be directed to the Property Address or any other address a la dirección de la Propiedad o a la que el Deudor Hipotecario haya designado

Borrower designates by notice to Lender. Any notice to Lender shall mediante notificación al Acreedor Hipotecario. Cualquier notificación al Acreedor

be given by First Class mail to Lender's address stated herein or any Hipotecario se hará por correo de Primera Clase a su dirección expresada en ésta o a

address Lender designates by notice to Borrower. Any notice provided la que el Acreedor Hipotecario designe mediante notificación al Deudor Hipotecario.

for in this Mortgage shall be deemed to have been given to Borrower or Cualquier notificación prevista en esta Hipoteca se entenderá hecha al Deudor

Lender when given as provided in this paragraph. Hipotecario o al Acreedor Hipotecario cuando se haya hecho de la manera dispuesta en este párrafo.

---14. Governing Law; Severability. This Mortgage shall be governed

---14. Derecho Aplicable: Separabilidad. Esta Hipoteca se regirá por la ley Federal

by Federal law and the laws of the Commonwealth of Puerto Rico. y las leyes del Estado Libre Asociado de Puerto Rico. En la eventualidad de que

In the event that any provision or clause of this Mortgage or the Note cualquier disposición o cláusula de esta Hipoteca o del Pagaré confluya con el derecho

conflicts with applicable law, such conflicts shall not affect other aplicable, dicho conflicto no afectará las demás disposiciones de esta Hipoteca o del

provisions of this Mortgage or the Note, which can be given effect Pagaré que se puedan hacer cumplir sin la disposición conflictiva. A estos fines las

without the conflicting provision. To this end the provisions of this disposiciones de esta Hipoteca y del Pagaré, por la presente, se declaran separables.

Mortgage and the Note are declared to be severable.

---15. Borrower's Copy. Borrower shall be given one conformed copy

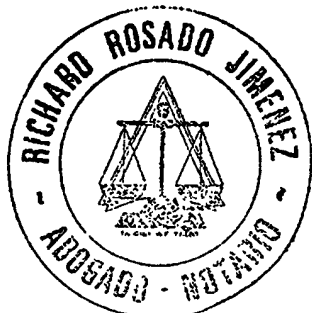
---15. Copia para el Deudor Hipotecario. Al Deudor Hipotecario se le entregará una

of this mortgage deed. copia concordante de esta escritura de hipoteca.

---16. Assignment of Rents. Borrower unconditionally assigns and

---16 Cesión de Rentas. El Deudor Hipotecario incondicionalmente cede y transfiere

transfers to Lender all the rents and revenues of the Property. al Acreedor Hipotecario todas las rentas y réditos de la Propiedad. El Deudor



debt secured by the Mortgage is paid in full. -----
Propiedad terminará cuando la deuda garantizada por esta Hipoteca se haya pagado en su totalidad.-----

---17. Foreclosure Procedure. If Lender requires immediate payment
---17. Procedimiento de Ejecución. Si el Acreedor Hipotecario requiere el pago total

in full under Paragraph 9, Lender may invoke the power of sale and
inmediato bajo el Párrafo 9, podrá invocar el poder de venta y cualesquier otros

any other remedies permitted by applicable law.-----
remedios permitidos por las leyes aplicables.-----

Lender shall be entitled to collect all expenses incurred in pursuing the
Hipotecario tendrá derecho a cobrar todos los gastos incurridos en la consecución

remedies provided in this Paragraph 17, including, but not limited to,
de los remedios provistos en este párrafo 17, incluyendo, sin implicar limitación,

reasonable attorney's fees and costs of title evidence.-----
honorarios de abogado razonables y las costas.-----

---Lender or its designee may purchase the Property at any sale. I ne
---El Acreedor Hipotecario o su representante podrá comprar la Propiedad en

proceeds of the sale shall be applied in the following order: (a) to all
cualquier venta. El producto de la venta será aplicado en el siguiente orden: (a) a

expenses of the sale, including, but not limited to, reasonable attorney's
todos los gastos de la venta, incluyendo, sin implicar limitación, honorarios

fees; (b) to all sums secured by this Mortgage; (c) any excess to the
razonables de abogado; (b) a todas las sumas garantizadas por esta Hipoteca; (c)

person or persons legally entitled to it. -----
cualquier exceso a la persona o personas con derecho al mismo. -----

---18. Condominium Covenants. If the Property is a Condominium
---18 Acuerdos para Régimen de Propiedad Horizontal. Si la Propiedad es una

unit, the following clause shall apply, and any conflicting provision,
unidad sometida al Régimen del Propiedad Horizontal, aplicará la siguiente cláusula

in this Mortgage, shall be superseded. -----
y cualquiera disposición conflictiva en esta Hipoteca quedará sin efecto. -----

---A. So long as the Owner's Association of the condominium
---A. Mientras el Consejo de Titulares del condominio (la "Junta") mantenga una

maintains, with a generally accepted insurance carrier, a "master" or
póliza maestra con un asegurador generalmente aceptado, asegurando toda la

"blanket" policy insuring all property subject to the condominium
Propiedad sujeta al régimen de Propiedad Horizontal, incluyendo todas las mejoras

documents, including all improvements now existing or hereafter
existentes o que se erijan en el futuro sobre la Propiedad, y esa póliza es satisfactoria

erected on the Property, and such policy is satisfactory to Lender and
para el Acreedor Hipotecario y provee cubierta de seguro en las cantidades, por los

provides insurance coverage in the amounts, for the periods, and
plazos, y contra los riesgos requeridos por el Acreedor Hipotecario, incluyendo

against all the hazards Lender requires, including fire and other
fuego y otros riesgos comprendidos dentro del término "cubierta extendida", y



hazards included within the term "extended coverage," and loss by pérdida por inundaciones hasta el máximo requerido por el Secretario, entonces: (i)

flood to the extent required by the Secretary, then: (i) Lender waives el Acreedor Hipotecario renuncia a la disposición del Párrafo 2 de esta Hipoteca

the provision in Paragraph 2 of one-twelfth of the yearly premium para el pago mensual al Acreedor Hipotecario de una doceava parte de los pagos

installment for hazard insurance on the Property, and (ii) Borrower's anuales de primas de seguro contra riesgo en la Propiedad, y (ii) la obligación del

obligation under Paragraph 4 to maintain hazard insurance coverage Deudor Hipotecario bajo el Párrafo 4 de mantener cubierta de seguro contra riesgos

on the Property is deemed satisfied to the extent that the required a la Propiedad se entiende satisfecha hasta el máximo que la cubierta requerida es

coverage is provided by the Owner's Association policy. Borrower shall provista por la póliza de la Junta. El Deudor Hipotecario dará pronto aviso al

give Lender prompt notice of any lapse in required hazard insurance Acreedor Hipotecario de cualquier interrupción de la cubierta de seguro contra riesgo

coverage and of any loss occurring from a hazard. In the event of requerida y de cualquier pérdida causada por riesgo. En caso de distribución del

distribution of hazard insurance proceeds in lieu of the restoration or producto del seguro contra riesgos en lugar de la restauración o reparación después

repair following a loss to the Property, whether to the condominium de una pérdida sufrida por la Propiedad, ya sea en la unidad en condominio o en los

unit or to the common elements, any proceeds payable to Borrower elementos comunes, cualquier cantidad pagadera al Deudor Hipotecario queda por

are hereby assigned and shall be paid to Lender for application to the presente cedida y será pagadera al Acreedor Hipotecario para aplicarse a las sumas

sums secured by this Mortgage with any excess paid to the entity aseguradas por esta Hipoteca y cualquier exceso será pagadero a quien tenga derecho

entitled thereto. -----
al mismo. -----

--B. Borrower promises to pay Borrower's allocated share of the
--B. El Deudor Hipotecario promete pagar su parte proporcional de los gastos

common expenses or assessments and charges imposed by the Owner's comunales y derramas y cargos impuestos por la Junta, según dispuesto en los

Association, as provided in the condominium documents. -----
documentos del condominio. -----

--C. If Borrower does not pay condominium dues and assessments
--Si el Deudor Hipotecario no paga sus cuotas de mantenimiento y derramas a su

when due, then Lender may pay them. Any amounts disbursed by vencimiento, el Acreedor Hipotecario podrá pagarlas. Cualquier suma desembolsada

Lender under this Paragraph C shall become additional debt of por el Acreedor Hipotecario, bajo este Párrafo C, se convertirá en una deuda adicional

Borrower secured by this Mortgage. Unless Borrower and Lender del Deudor Hipotecario, hipotecariamente asegurada. A menos que el Deudor

agree to other terms of payment, these amounts shall bear interest from Hipotecario y el Acreedor Hipotecario acuerden otros términos de pago, estas sumas

the date of disbursement at the Note rate and shall be payable with
devenarán interés desde la fecha del desembolso al tipo establecido en el Pagaré y

interest upon notice from Lender to Borrower requesting payment. --
serán pagaderas, con intereses, tan pronto como el Acreedor Hipotecario haga
requerimiento de pago. -----

---D. In this case Lender may also declare the total amounts owed by
---D. En este caso el Acreedor Hipotecario puede también declarar inmediatamente

virtue of the Note and all of the amounts secured by this Mortgage
vencidas, exigibles y pagaderas, la suma total adeudada por virtud del Pagaré y todas

immediately due, demandable, and payable, if Borrower fails to make
las cantidades garantizadas por esta Hipoteca, si el Deudor Hipotecario no efectúa

the monthly payments of mortgage insurance premium payable to
los pagos mensuales para la prima de seguro hipotecario pagaderos al Secretario.

the Secretary. -----

FIFTH: Minimum Bidding Amount. In compliance with the
QUINTO: Tipo Mínimo en Subasta. En cumplimiento de lo dispuesto en el Artículo

provisions of Article One Hundred Seventy-Nine (179) of Act
Ciento Setenta y Nueve (179) de la Ley Número Ciento Noventa y Ocho (198),

Number One Hundred Ninety-Eight (198) approved on August eight
aprobada el día ocho (8) de agosto de mil novecientos setenta y nueve (1979), por la

(8) Nineteen Hundred Seventy-Nine (1979), it is hereby agreed that the
presente se fija como tipo mínimo para la primera subasta, en caso de ejecución, la

minimum bidding amount for the first public auction in case of fore-
cantidad de -----

closure is fixed in the amount of FIFTY FIVE THOUSAND ONE HUNDRED
FIFTY SIX DOLLARS (\$55,156.00)-----



EIGHTH: Description and Registration Data of the Property:

OCTAVO: Descripción y Datos de Inscripción de la Propiedad:

---URBANA: Solar número ciento treinta y cinco (135) de la---
Calle "L" en el Residencial Punta Borinquen, en el Barrio ----
Borinquen de Aguadilla, Puerto Rico, con cabida de cuatro-----
cientos veinte punto quinientos cinco (420.505) metros cuadrados
y colinda por el NORTE, con la calle "L", en quince punto ----
sesenta y cuatro (15.64) metros, en arco; por el SUR, con ----
los solares número cineto treinta y cuatro (134) y ciento-----
treinta y seis (136) de la calle Wing, en tres punto catorce---
(3.14) metros y siete punto cuarenta y un (7.41) metros;---
por el ESTE, con el soalr ciento treinta y tres (133) de la---
Calle "L", en treinta y dos punto setenta y seis (32.76) ----
metros; y por el OESTE, con el solar número ciento treinta---
y siete (137) de la calle "L", en treinta y uo punto -----
cincuenta y cinco (31.55) metros.-----

---Enclava una casa residenciales.

---Consta inscrita al folio ciento sesenta y uno (161) del-----
tomo cuatrocientos cuarenta y cinco (445) de Aguadilla, -----
finca número veinticuatro mil cuatrocientos setenta y dos -----
(24,472) del Registro de la Propiedad de Aguadilla.-----



Document Page 52 of 83

NINTH: Borrower (Notary's Personal Knowledge or Form of
NOVENO: Deudor Hipotecario (Fe Notarial de Conocimiento Personal o

Identification): -----
Identificación): -----

---DON HARRY LUIS SANTANA LAMBOY, seguro social número "581-59-8251", mayor de edad, soltero, propietario y vecino de---
 Aguadilla, Puerto Rico.-----

---Since I do not personally know the Mortgagors, they -----
 ---Debido a no conocer personalmente a los Deudores, estos---
 present to me as indentifying witness SARA AGUILAR MIRANDA
 me presentan como testigo de conocimiento a -----

----- social security number "584-09-6686",
 ----- seguro social número -----

married,---- Well known to me, of legal age, property owner,
 ----- conocido(a) por mí, mayor de edad, propietario,

and resident of Mayaguez,---- Puerto Rico, fully -----
 y vecino de----- Puerto Rico, debidamente-----

capacitated to act as such who assures me, on his (her) -----
 capacitado para actuar como tal, quien me asegura bajo su-----

responsability that the Mortgagors are the same persons -----
 responsabilidad que los Deudores son las mismas personas-----

who appear in this Deed, in this same act. -----
 que comparecen en esta escritura, en este mismo acto.-----

TENTH: Lender (Notary's Personal Knowledge or -----
DECIMO: Acreedor Hipotecario (Fe Notarial de Conocimiento-----

Form of Identification): Lender is:-----
Personal o Identificación): El Acreedor Hipotecario es: -----

R & G MORTGAGE CORPORATION, social security number "66-031-1912"
 R & G MORTGAGE CORPORATION, seguro social número "66-031-1912"-----

a corporation organized and existing under the laws of the-----
 una corporación organizada y existente bajo las Leyes de-----

Commonwealth of Puerto Rico; represented herein by its duly ---
 Puerto Rico, representada en este acto por su -----

authorized agent: BLANCA RIVERA DELGADO, social security -----
 agente autorizado: -----

number "581-98-8491", of legal age, executive and resident of
 San Juan, Puerto Rico,-----

a quien conozco personalmente.-----

ELEVENTH: Homestead Rights; Waiver. To further secure payment of
UNDECIMO: Hogar Seguro; Renuncia. Para mayor garantía de pago del Pagaré

the Note, Borrower, in conformity with the laws of the Commowealth
 el Deudor Hipotecario, de conformidad con las Leyes del Estado Libre Asociado de



of Puerto Rico, expressly waives in favor of Lender, his homestead
Puerto Rico, expresamente renuncia a favor del Acreedor Hipotecario, su derecho
and property rights with all of the uses and rights which he presently
de hogar seguro sobre la Propiedad con todos los usos y derechos que en la actualidad
possesses or may in the future possess therein, expressly waiving in
posee o que pueda poseer en el futuro, expresamente renunciando a favor del
favor of Lender all of his titles, rights and interests of any kind or
Acreedor Hipotecario todos sus titulos, derechos e intereses de cualquier clase o
description in the Property and in the buildings constructed thereon,
descripción en la Propiedad y en los edificios en ella construidos, que actualmente o
which he presently possesses, or may in the future possess.
en el futuro posea.

----- ACCEPTANCE -----

----- ACEPTACION -----

---The appearing parties, Lender and Borrower, accept this Deed in its
---Los comparecientes, Acreedor y Deudor Hipotecario, aceptan esta Escritura en
entirety and I, the Notary, made to the appearing parties the necessary
su totalidad y yo, el Notario, les hice las advertencias legales pertinentes a su otorga-
legal warnings concerning its execution. I, the Notary, advised the
miento. Yo, el Notario, adverti a los comparecientes de su derecho a tener testigos
appearing parties as to their right to have witnesses present at this
presentes en este otorgamiento, a cuyo derecho renunciaron. Luego de haber sido leida
execution, which right they waived. The appearing parties, having read
esta escritura por los comparecientes, la ratifican totalmente y confirman que las
this Deed in its entirety, fully ratify and confirm the statements
declaraciones contenidas en la misma reflejan fiel y exactamente sus estipulaciones,
contained herein as the true and exact embodiment of their stipulations,
pactos y convenios, por lo que los comparecientes firman esta escritura ante mi, el
covenants and agreements, whereupon the appearing parties sign this
Notario, y escriben sus iniciales en todas y cada una de sus paginas.
Deed, before me, the Notary, and place their initials on each and every
page of this Deed.
---I, the Notary, do hereby certify and attest as to everything stated or
---Yo, el Notario, por la presente certifico y DOY FE de todo lo declarado y contenido
contained in this Deed.
en esta escritura.



* I hereby certify that this is a true
and exact copy of it's original and
of the Certified copy that has been
submitted for recording in the corres-
ponding Property Registry.

Richard Rosado
NOTARY PUBLIC



000000

Document Page 54 of 83

FHA Case No. 501-4007526-703

FHA Insurance Terminated
Mortgage Note Endorsement from HUC
Hereby made a Part Hereof

MORTGAGE NOTE
PAGARE HIPOTECARIO

US \$ 55,156.00

October 27, 19 92

1. "Borrower" means each person signing at the end of this Note, and the person's successors
1. "Deudor Hipotecario" significa cada persona que firma al final de este Pagaré y sus sucesores y cesionarios.

and assigns. "Lender" means R & G MORTGAGE CORPORATION -----
"Acreedor Hipotecario" significa -----

and its successors and assigns. -----
y sus sucesores y cesionarios. -----

2. In return for a loan received from Lender, Borrower promises to pay the principal
2. A cambio de un préstamo recibido del Acreedor Hipotecario, el Deudor Hipotecario se obliga a pagar la cantidad
sum of FIFTY FIVE THOUSAND ONE HUNDRED FIFTY SIX -----
principal de -----

Dollars (U.S. \$ 55,156.00-----), plus interest, to the order of Lender. Interest
Dólares (U.S. \$ -----), más intereses, a la orden del Acreedor Hipotecario. Se

will be charged on unpaid principal, from the date of disbursement of the loan proceeds
cargará intereses sobre el principal adeudado, desde la fecha en que el Acreedor Hipotecario desembolse el producto

by Lender, at the rate of EIGHT -----
del préstamo, a razón de -----

percent (8----- %) per year until the full amount of principal has been paid. -----
por ciento (----- %) anual hasta que el principal haya sido totalmente pagado. -----

3. Borrower's promise to pay is secured by a mortgage, executed on the same date as
3. La obligación de pagar del Deudor Hipotecario está garantizada por una hipoteca, otorgada en la misma fecha
this Note and called the "Mortgage." That Mortgage protects the Lender from losses
de este Pagaré, denominada la "Hipoteca". La Hipoteca protege al Acreedor Hipotecario de pérdidas que podrían
which might result if Borrower defaults under this Note. -----
resultar si el Deudor Hipotecario incumpliere con los términos de este Pagaré. -----

4. (A) Borrower shall make a payment of principal and interest to Lender on the first
4 (a) El Deudor Hipotecario hará un pago de principal más intereses, al Acreedor Hipotecario, el
day of each month beginning on December,----- 19 92 Any principal and
primer día de cada mes, comenzando en ----- de 19 -- Cualquier principal más
interest remaining on the first day of November,----- 20 22 , will be due on that date,
intereses adeudados al día primero de ----- del 20 --, vencerá en esa misma fecha,
which is called the maturity date. -----
que es denominada la fecha de vencimiento. -----

(B) Payment shall be made at the address notified to Borrower at closing, or at such
(B) El pago será efectuado en la dirección notificada al Deudor Hipotecario en el cierre o en cualquier otro lugar
other place as Lender may designate in writing by notice to Borrower. -----
que el Acreedor Hipotecario pudiera designar por escrito notificando al Deudor Hipotecario. -----

(C) Each monthly payment of principal and interest will be in the amount of
(C) Cada pago mensual de principal más intereses será por la cantidad de

FOUR HUNDRED FOUR DOLLARS AND SEVENTY TWO CENTS -----

(\$ 404.72-----). This amount will be part of a larger monthly payment required by the
(\$ -----). Esta cantidad es parte de un pago mensual mayor, requerido por la
Mortgage, that shall be applied to principal, interest and other items in the order
Hipoteca, que será aplicado al principal, intereses y a otros conceptos en el orden descrito en la
described in the Mortgage. -----
Hipoteca. -----

5. Borrower has the right to pay the debt evidenced by this Note, in whole or in part,
5. El Deudor Hipotecario tiene el derecho de pagar la deuda evidenciada por este Pagaré, total o
without charge or penalty, on the first day of any month. -----
parcialmente, sin recargo ni penalidad, el primer día de cualquier mes. -----



OCWEN Loan Servicing, LLC
P.O. Box 24737
West Palm Beach, FL 33416-4737

WEBSITE: WWW.OCWEN.COM

OCWEN FORBEARANCE AGREEMENT

Loan Number: 0002696185

Property Address: 135 CALLE L #135 BASE, RAMEY Base Ramey, AGUADILLA PR 00604-0000

In return for Ocwen not exercising its rights to remedy my delinquent loan, which is still in default under the original Note in the amount of \$10,210.08, I agree to the following terms and conditions.

1. **MONTHLY PAYMENTS.** Beginning 12/01/06 and continuing through 05/01/07, on the first of each month, I will submit a Check or Money Order in the amount of \$498.54 to Ocwen at P.O. Box 6440, Carol Stream, IL 60197-6440. I will include my Ocwen loan number on any payments I submit. I understand that I will be receiving monthly statements from Ocwen and that failure to receive a statement is not a valid reason for not submitting a timely payment. I also understand that if I fail to make these Forbearance payments as agreed, Ocwen can require that I return to the terms of my original Note and Mortgage and if those original payments are past due at that time, this could result in foreclosure. Late charges can be assessed per the terms of the Original Note. In addition, I acknowledge that upon thirty (30) days written notice, Ocwen has the right to increase the monthly payment required under the Forbearance Agreement if it is verified that (i) either that there has been a material change in my financial situation or that there were significant inaccuracies in the financial information last submitted by me and (ii) that I am able financially to make an increased payment. I have the right to request a re-evaluation and modification of the monthly payment amount should my financial condition suffer a material change for the worse, however, the amount due is not required to be reduced below my Original Note and Mortgage Payment.
2. **HAZARD INSURANCE.** I agree to keep the above property insured at all times against loss due to fire or other natural hazards. I will carry insurance in an amount at least equal to my unpaid principal balance. I agree to have Ocwen named on the policy as Mortgagee Loss Payee and as a prerequisite to this Agreement, have provided Ocwen with proof of said insurance. I understand that I am responsible for renewing the hazard insurance policy prior to expiration and for paying the insurance premiums, if not already escrowed by Ocwen. I can request Ocwen begin initiating impounds to cover next year's hazard insurance premium and I understand that this might result in an increase to my monthly escrow deposit and subsequently my Forbearance payment amount. In the event that Ocwen is notified of a lapse in my hazard insurance policy they have the right to assess a force placed policy on my account. This will be done following written notification of the intent to initiate such coverage, will likely exceed the premiums for insurance obtained by the homeowner.
3. **ESCROW PORTION OF PAYMENT.** I understand that my monthly Forbearance payment will include an amount to be set aside (escrowed) by Ocwen to pay the taxes and/or hazard insurance on my property. I understand that only items I am currently escrowed for will continue to be escrowed under my monthly Forbearance Plan and that this plan does not constitute an agreement to escrow additional items. If these taxes or insurance increase, Ocwen may increase the portion of my Forbearance payment that is allocated for payment of taxes and insurance. If taxes or insurance decrease, Ocwen will use the extra money to help repay contractually past due payments or arrearage amount due. The monthly amount currently escrowed for items such as taxes and/or insurance is \$93.82. If this amount increases, Ocwen will notify me by mail.
4. **PREPAYMENTS.** If all payments past due under the terms of my original Note or Mortgage are paid before the end of the Forbearance Plan, this Agreement will terminate and the monthly payments required by the Original Note and Mortgage will begin again. The amount of the Original payments, however, may be different due to changes to my escrow requirements.
5. **TERMINATION CONDITIONS.** Ocwen may terminate this agreement under any of the following circumstances after forwarding me written notification of default:
 - a. The mortgaged property is abandoned or left vacant for more than sixty (60) days.
 - b. I no longer use the mortgaged property as my principal residence unless I can provide evidence of a temporary relocation by my employer or, if in the military, assigned to a new post, or I am attending an educational or vocational institution that requires me to live elsewhere and I intend at some future time to return to occupy the mortgaged property as my principal residence.

FBFORCE.001

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose.



P.O. Box 24737
West Palm Beach, FL 33416-4737

WEBSITE: WWW.OCWEN.COM

- c. I transfer ownership or interest in the property, Note or Mortgage without consent of Ocwen.
- d. The facts or circumstances relating to my financial condition, which caused Ocwen to enter into this Agreement, are substantially changed.
- e. Fraudulent information was submitted to Ocwen.
- f. If two (2) or more consecutive monthly payments under this Forbearance Agreement remain unpaid (in part or in whole).

6. **TERMINATION OUTCOME.** If termination results from any of the aforementioned conditions, Ocwen:
- a. Can enter into a new Forbearance Agreement, or return to the terms of the Original Note and Mortgage; or
 - b. Is entitled to initiate foreclosure proceedings if the payments are still past due at the time of termination.
7. **ORIGINAL NOTE AND MORTGAGE.** I understand all the rights and obligations of the Original Note and Mortgage, except as changed by this Forbearance Agreement, remain in full force.
8. **FUTURE PAYMENTS.** If all payments past due under the terms of my Original Note and Mortgage have not been repaid before the end of this Forbearance Agreement, I agree to sign a new Forbearance Agreement with Ocwen. At that time, I must provide Ocwen with updated financial information; and, if I fail to provide the information, Ocwen will have the option, in its sole and absolute discretion, either to continue the payment terms of this Forbearance Agreement or to require that I make monthly payments equal to the payments required under the Original Note and Mortgage.
9. **LATE CHARGES.** All payments past due under the terms of the original Mortgage or Note Paid during this Forbearance Agreement continue to accrue monthly late fees, and remain your responsibility to pay. Your account will be reported to the credit bureaus as contractually delinquent until brought current.
10. If this Forbearance Agreement is preceded by another open Forbearance Agreement that is still active, any and all payments that may be outstanding per that Agreement remain due and payable. The beginning date of this Forbearance Agreement does not remove your responsibility to pay all payments still due on the preceding active Forbearance Agreement. If payments remain due on a preceding active Forbearance Agreement, this does not imply that no payments are due until the beginning date noted in Paragraph 1.

If I fail to execute a new Forbearance Agreement, which has been prepared based on financial information provided by me, Ocwen will be entitled to require me to make payments in accordance with the new Forbearance Agreement. If I incur any new or increased installment debt for non-essential items (i.e. items not directly related to my health, employment or transportation needs), Ocwen is not required to consider such debt or anticipated expenditures for non-essential items in any future determination of my financial ability to make monthly mortgage payments under a new Forbearance Agreement.

APPROVED

Ocwen

Collections Manager
1 (800) 446-2936

Date

Mortgagor(s)

Harry Santana

Loan Number: 0002696185

Date

Date

Loan Number: 0002696185

OCWEN CONTACT INFORMATION

**HOURS: Monday through Thursday from 8:00 a.m. to 9:00 p.m.
Friday 8:00 a.m. to 5:00 p.m. (Eastern Standard Time)
Phone Number: 1-(800)-446-2936**

Sincerely,

Performing Loan Department
Encl: Forbearance Agreement

FBFORCE.001

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose.

6. (A) If Lender has not received the full monthly payment required by the Mortgage,
 (6) Si el Acreedor Hipotecario no hubiere recibido el pago total mensual requerido por la Hipoteca,
 as described in Paragraph 4(C) of this Note, by the end of fifteen (15) calendar days
 tal como se describe en el Párrafo 4(C) de este Pagaré, al cabo de quince (15) días calendario después
 after the payment is due, Lender may collect a late charge in the amount of four percent
 del vencimiento del pago, el Acreedor Hipotecario podrá cobrar un recargo por demora en la cantidad de
 (4.00%) of the overdue amount of each payment. _____
 un cuatro por ciento (4.00%) de la suma atrasada de cada pago. _____

(B) If Borrower defaults by failing to pay in full any monthly payment, then Lender
 (B) Si el Deudor Hipotecario incumpliere por no efectuar el pago completo de cualquier pago mensual,
 may, except as limited by regulations of the Secretary in the case of payment defaults,
 entonces, el Acreedor Hipotecario podrá, sujeto a las limitaciones reglamentarias del Secretario para el
 require immediate payment in full of the principal balance remaining due and all
 caso de incumplimiento por falta de pago, exigir el pago total inmediato del saldo impagado del
 accrued interest. Lender may choose not to exercise this option without waiving its
 principal y de todos los intereses acumulados. El Acreedor Hipotecario podrá elegir no ejercitar esta
 rights in the event of any subsequent default. In many circumstances regulations issued
 opción sin renunciar a sus derechos en caso de cualquier incumplimiento subsiguiente. En muchas
 by the Secretary will limit Lender's rights to require immediate payment in full in the
 circunstancias las reglamentaciones emitidas por el Secretario limitan los derechos del Acreedor Hipotecario
 case of payment defaults. This Note does not authorize acceleration when not permitted
 para exigir el pago total inmediato por incumplimiento en el pago de plazos vencidos. Este Pagaré no
 by the Department of Housing and Urban Development of the United States of America
 autoriza la aceleración de su vencimiento cuando los Reglamentos del Departamento de Desarrollo Urbano
 (HUD) regulations. As used in this Note the word "Secretary" means the Secretary of
 y Vivienda de los Estados Unidos de América" (HUD) no lo permitan. Tal como se usa en este Pagaré, la palabra
 the Department of Housing and Urban Development of the United States of America, or his
 "Secretario" significa el Secretario del Departamento de Desarrollo Urbano y Vivienda de los Estados Unidos de
 or her designee. _____
 América o su representante. _____

(C) If Lender has required immediate payment in full, as described above, Lender may
 (C) Si el Acreedor Hipotecario ha exigido el pago total inmediato, según se describe anteriormente,
 require Borrower to pay costs and expenses including reasonable and customary
 podrá requerirle al Deudor Hipotecario que pague costas y gastos, incluyendo honorarios de abogado,
 attorney's fees for enforcing this Note. Such fees and costs shall bear interest from the
 razonables y acostumbrados, por exigir el cumplimiento de este Pagaré. Dichos honorarios, costas y
 date of disbursement at the same rate as the principal of this Note. _____
 gastos devengarán intereses, desde el día de su desembolso, al mismo tipo que el principal de este Pagaré. _____

7. Borrower and any other person who has obligations under this Note waive the rights
 7. El Deudor y cualquier otra persona que esté obligada bajo este Pagaré, renuncian los derechos de
 of presentment and notice of dishonor. "Presentment" means the right to require
 presentación y aviso de rechazo. "Presentación" significa el derecho de requerirle al Acreedor
 Lender to demand payment of amounts due. "Notice of dishonor" means the right
 Hipotecario que demande el pago de las cantidades vencidas. "Aviso de rechazo" significa el derecho de
 to require Lender to give notice to other persons that amounts due have not been
 requerirle al Acreedor Hipotecario notificar a otras personas de que las cantidades vencidas no han
 paid. _____
 sido pagadas. _____

8. Unless applicable law requires a different method, any notice that must be given to
 8. Salvo que el derecho aplicable requiera un método distinto, cualquier notificación que deba hacerse al
 Borrower under this Note will be given by delivering it or by mailing it by first class
 Deudor Hipotecario bajo este Pagaré, se hará mediante entrega o por correo de primera clase, dirigida
 mail to Borrower at the Property address below or at a different address if Borrower
 al Deudor Hipotecario, a la dirección de la Propiedad abajo indicada o a una dirección diferente, si el
 has given Lender a notice of Borrower's different address. _____
 Deudor Hipotecario le ha notificado al Acreedor Hipotecario de una dirección diferente. _____

Any notice that must be given to Lender under this Note will be given by first class
Cualquier notificación que se deba hacer al Acreedor Hipotecario bajo este Pagaré le será hecha por

mail to Lender at the address stated in Paragraph 4(B) or at a different address if
correo de primera clase a la dirección expresada en el Párrafo 4(B) o a una dirección diferente si al

Borrower is given a notice of that different address. -----
Deudor Hipotecario le ha sido notificada una dirección diferente. -----

9. If more than one person signs this Note, each person is fully and personally
9. Si más de una persona firma este Pagaré, cada una queda total y personalmente obligada a cumplir

obligated to keep all of the promises made in this Note, including the promise to pay
todos los compromisos contraídos en este Pagaré, incluyendo el de pagar la cantidad total adeudada.

the full amount owed. Any person who is a guarantor, surety or endorser of this Note
Cualquier persona que sea garantizadora, fiadora o endosante de este Pagaré, está también obligada a

is also obligated to do these things. Any person who takes over these obligations,
cumplir lo estipulado. Cualquier persona que asuma estas obligaciones, incluyendo las obligaciones de un

including the obligations of a guarantor, surety or endorser of this Note, is also
garantizador, fiador o endosante de este Pagaré, también está obligada a cumplir todos los compromisos

obligated to keep all of the promises made in this Note. Lender may enforce its rights
contraídos en el mismo. El Acreedor Hipotecario podrá hacer valer sus derechos bajo este Pagaré en

under this Note against any person individually or against all signatories together. Any
contra de cada persona individualmente o en contra de todos los signatarios conjuntamente. A cualquier

one person signing this Note may be required to pay all of the amounts-----
suscribiente de este Pagaré le podrá ser requerido el pago de todas las cantidades--

owed under this Note.-----
adeudadas bajo el mismo.-----

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants

Al suscribir este Pagaré el Deudor Hipotecario acepta y está de acuerdo con los términos y pactos

contained in this Note. -----
contenidos en el mismo. -----

This Note is secured by a mortgage executed by Deed number ---191--- of this same

Este Pagaré está garantizado por Hipoteca constituida por la Escritura Número-----otorgada en esta

date before the subscribing Notary. -----
misma fecha ante el Notario suscribiente. -----

In Mayaguez, ----- Puerto Rico on -----October 27,--- 19 92
En ----- Puerto Rico, a -----19--

HARRY LUIS SANTANA LAMBOY

Calle L #135
Base Ramey
Aguadilla, P.R.

Property Address - Dirección de la Propiedad

Borrower - Deudor Hipotecario

Affidavit Number: 232
Affidavit Número:

000000

Acknowledged and subscribed by the persons named above, of the personal
circumstances described in the Deed previously mentioned, whom I have identified
as expressed in said Deed.

PAY TO THE ORDER OF

By: Ana M. Amundáiz

NOTARIO PUBLICO
NOTARIO PUBLICO

Prepared by: Christopher J. Feeny

OFB Loan Number: 2696185

Control Number: 402356

Borrower: SANTANA LAMBOY

ALLONGE

**PRESENT OWNER AND HOLDER: OCWEN FEDERAL BANK FSB, FORMERLY KNOWN AS
BERKELEY FEDERAL BANK & TRUST FSB**

NOTE AMOUNT: \$55,156.00

This allonge shall be annexed to the original Note referenced above for purposes of transferring same from the present Owner and Holder of the Note, OCWEN FEDERAL BANK FSB ("Transferor") as of the date set forth below. As a result of said transfer, OCWEN FEDERAL BANK FSB has no further interest in the Note.

Any changes in the payment obligations under the Note by virtue of any forbearance or assistance agreement, payment plan or modification agreement agreed to by HUD, whether or not in writing, is binding upon the Assignee/Payee, its successors and assigns. The Note and the Mortgage/Deed of Trust securing the Note may only be transferred and assigned to a person or entity that is either an FHA-Approved Servicer/Mortgagee/Beneficiary or who has entered into a contract for the servicing of the Note with an FHA-Approved Servicer. The Note and the Mortgage/Deed of Trust securing the Note shall be serviced in accordance with the servicing requirements set forth by HUD. These sales and servicing provisions shall continue to apply unless the Mortgage/Deed of Trust is modified, for consideration, with the consent of the Mortgagor/Trustor, refinanced, or satisfied of record. **This assignment/endorsement is made and executed with all FHA insurance terminated.**

Dated: November 1, 1997.

Pay to the order of:

**LaSalle National Bank, as Trustee for the registered holders of
BCF L.L.C., Series 1997-R3**

without recourse this 1st day of November, 1997.

**OCWEN FEDERAL BANK FSB, FORMERLY KNOWN AS
BERKELEY FEDERAL BANK & TRUST FSB**

By:



Name: DONALD ST. JOHN

Title: DIRECTOR, MORTGAGE OPERATIONS

Prepared by: Gene Kurtz

Document Page 60 of 83

OFB Loan Number: 2696185

HUD Control Number: 402356

[BCF]

ALLONGE

BORROWERS: HARRY LUIS SANTANA LAMBOY

PRESENT OWNER AND HOLDER: SECRETARY OF HOUSING AND URBAN DEVELOPMENT ("HUD")

NOTE EXECUTION DATE: 10/27/92

NOTE AMOUNT: \$55,156.00

This allonge shall be annexed to the original Note referenced above for purposes of transferring same from the present Owner and Holder of the Note, HUD ("Transferor") as of the date set forth below. As a result of said transfer, HUD has no further interest in the Note.

Any changes in the payment obligations under the Note by virtue of any forbearance or assistance agreement, payment plan or modification agreement agreed to by HUD, whether or not in writing, is binding upon the Assignee/Payee, its successors and assigns. The Note and the Mortgage/Deed of Trust securing the Note may only be transferred and assigned to a person or entity that is either an FHA-Approved Servicer/Mortgagee/Beneficiary or who has entered into a contract for the servicing of the Note with an FHA-Approved Servicer. The Note and the Mortgage/Deed of Trust securing the Note shall be serviced in accordance with the servicing requirements set forth by HUD. These sales and servicing provisions shall continue to apply unless the Mortgage/Deed of Trust is modified, for consideration, with the consent of the Mortgagor/Trustor, refinanced, or satisfied of record. **This assignment/endorsement is made and executed with all FHA insurance terminated.**

Dated: March 7, 1997.

Pay to the order of:
OCWEN FEDERAL BANK FSB
without recourse this 7th day of March, 1997.

**SECRETARY OF HOUSING AND
URBAN DEVELOPMENT ("HUD")**

By:



Name: DONALD ST. JOHN

Title: ATTORNEY - IN - FACT

EXHIBIT “B”

DECLARATION

I, JOE LUI LAZCANO declare as follows:

1. I have been a real estate broker/agent, duly licensed by the State of Puerto Rico, and I have been actively involved in real property sales transactions in the State of Puerto Rico since 2002. I am currently associated with LAZET & TORO CORP located at 5347 AVE ISLA VENDE 84, CANOYNA PR 00979. My responsibilities include the inspection and valuation of residential real property listed for sale and the review and analysis of data concerning the sale and listing prices of similar properties. During my over 16 years as a real estate broker/agent, I have performed more than 9000 property valuations of residential real property in the State of Puerto Rico based upon visual inspection and comparable sales and listing information.

2. On 9/26/18, at the request of REALTRANS - ALTSOURCE, I performed a property value analysis of a single family residence located at 135 CAWELL #1 PS BAYE RAMEY ^{AGUADILLA PR 00603-1335} and prepared a written report of my analysis, a true and correct copy of which is attached hereto as Exhibit "3" and incorporated herein by this reference. I have no present or future interest in the property, which was the subject of my analysis and report, and I have no personal interest in or bias toward the parties involved in this matter. Neither my employment nor my compensation is contingent upon the reporting of any pre-determined value of the property, the attainment of any particular result or the outcome of the matter presently before the court.

3. I personally performed an exterior inspection of the subject property and the exterior of each of the comparable properties described in my written report. I also examined and considered secondary sources of information concerning the subject property and the comparable properties

described in my written report. Based upon these inspections and upon the information contained in my written report, I estimate that the subject property has a fair market value of \$142000 as of 26 SEPT 2018.

4. The foregoing facts are known to me personally, and if called as a witness, I would testify competently thereto.

I declare under penalty of perjury under the laws of the United States that the foregoing facts are true and correct.

Executed this 28 day of SEPT 2018 at CAHOIRA .. PENED NIO

X

SIGNATURE

LAZET & WED CORP

Title

PRESIDENT



BROKER PRICE OPINION

Exterior

Property Address		
135 CALLE L 135, AGUADILLA, PR 00603		
Inspection Date		File No.
9/26/2018		2696185
Inspection Type		Order No.
Exterior		122675-ORDR-00TX7
Evaluator's Name	License No.	Borrower Name
Jose Luis Lazcano	C-10792	Harry L Santana
As-Is Quick Sale Price	As-Is Normal Marketing Time Price	As-Repaired Normal Marketing Time Price
\$135,000	\$142,000	\$144,000



Subject Property Information			
Property Address:	135 calle l		
Unit:	135	City:	AGUADILLA
State:	PR	ZIP Code:	00603
County:		Parcel Number / APN:	NOT PROVIDED
@[U`8 YgW]dl]cb:	NOT AVAILABLE		
6 cffck Yf:	Harry L Santana		

Current Property Status			
Current Property Status:	Unknown		
Last List Date:		Last Sale Date:	
Last List Price:		Last Sale Price:	
Original List Date:		Off Market Date:	
Original List Price:		Days on the Market:	
Listing Agent:		Listing Agency Phone #:	

Additional Property Information							
Carrier Route:	C004			Census Tract:			
Floor Count:				Assessor Legal Description:			
Assessed Value:				Assessed Year:			
Assessed Land Value:				Assessed Improvements:			
Assessed Market Value:							
Last Sale 1 st Loan:		Type:				Lender:	
Last Sale 2 nd Loan:		Type:				Lender:	
Last Refi 1 st Loan:		Type:		Date:		Lender:	
Last Refi 2 nd Loan:		Type:		Date:		Lender:	

Neighborhood			
Location:	Suburban	No. of Boarded Homes:	
Oversupply No. Months:		No. of REO's:	
Marketing Time:	7 to 9 months	No. of Vacant Homes:	
Past Year Sales In Subject's Market Area:	3	No. of Competing Listings:	15
Property Values:	Decreasing	No. of Units in Project:	
REO Trend:	Decreasing	No. Units for Sale in Project:	
Neighborhood Sale Price Range From (\$):	\$90,000	Neighborhood Sale Price Range To (\$):	\$195,000
Neighborhood Sale Days on Market Range (least):	180	Neighborhood Sale Days on Market Range (most):	300
Neighborhood Listing Price Range From (\$):	\$90,000	Neighborhood Listing Price Range To (\$):	\$195,000
Neighborhood Listing DOM Range (least):	180	Neighborhood Listing DOM Range (most):	300
Normal Days on Market:		Supply:	Increasing
Owner vs. Tenant %:	0%	Demand:	Decreasing
Zoning Compliance:	Legal	Are there adverse external factors within 0.25 miles of the subject property?	No
Zoning Compliance Description (if Illegal):		Adverse External Factors Comments:	

Property Information / Site Improvements			
Does the property generally conform to the neighborhood in terms of style, condition and construction materials?			Yes
Occupancy Status:	Occupied	Other Observations?	Yes
Other Observations Comment:	From an exterior observation the property features some deferred maintenance and physical deterioration due normal wear and tear.		

Marketing Considerations / Other Marketing Issues			
Intended Use:	FHA Loan	Most probable purchaser:	Move Up
Estimated monthly rent?		Probability of vandalism if property left vacant:	Low
External factors affecting marketability:	Market is slow and oversupply is evident. Prices are stable but market is fragile, even with government incentives for the housing market. Neighbourhood has all necessary access to amenities of the urban area, such as public transportation, places of worship, schools etc		

Comparable Sales							
Feature	Subject	Comparable Sale 1		Comparable Sale 2		Comparable Sale 3	
Address:	135 CALLE L 135	2522 COLOSO ST CONSTANCIA		B5 FLORESTA ST JARDINES DE PONCE		F7 SUSUA ST EL VERDE	
City, State, ZIP Code:	AGUADILLA,PR 00603	PONCE, 00603		PONCE, 00603		AGUADILLA, 00603	
Data & Verif. Sources:	Tax data	Tax data		Tax data		Tax data	
MLS #:							
Proximity to Subject (Miles):		0.95		0.99		0.5	
Original List Price (\$):							
Original List Date:							
Last List Price (\$):		\$150,000		\$160,000		\$130,000	
Last List Date:		1/15/2017		1/15/2017		8/15/2017	
Last Sale Price (\$):		\$140,000		\$150,000		\$110,000	
Last Sale Date:		11/14/2017		11/30/2017		5/25/2018	
Days on Market:							
Land Value (\$):	\$48,000	\$55,000		\$47,000		\$42,000	
Property Type:	Single Family Residence	Single Family Residence		Single Family Residence		Single Family Residence	
Other Property Type Description:							
Attached / Detached:	Detached	Detached		Detached		Detached	
REO / Foreclosure:	FMV	FMV		FMV		FMV	
Location:	Suburban	Suburban		Suburban		Suburban	
Development Name:		Same Development as Subject? No		Same Development as Subject? No		Same Development as Subject? No	
Comparable Adjustments		Feature	Adjustment	Feature	Adjustment	Feature	Adjustment
Date of Sale:		11/14/2017		11/30/2017		05/25/2018	
Is Ownership Fee Simple or Leasehold?	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Lot Size:	5200	5500	\$-100	4950	\$90	4400	\$210
Condition:	C4 - Below Average	C4 - Below Average	\$0	C3 - Average	\$-10,000	C4 - Below Average	\$0
Year Built:	1972	1964	\$3,900	1987	\$-9,000	2000	\$-14,000
Gross Living Area (Sq.Ft.):	1350	1538	\$-9,000	1635	\$-14,000	1550	\$-7,500
View:	TYPICAL	TYPICAL	\$0	TYPICAL	\$0	TYPICAL	\$0
Total Rooms:	6	7		7		6	
Bedrooms:	3	3		3		3	
Full Baths:	2	2		2		2	
Half Baths:	0	0		0		0	
Rooms Below Grade:							
Basement and Finished:	No Basement	No Basement		No Basement		No Basement	
Price / Sq.Ft. (\$):		\$91.03		\$91.74		\$70.97	
Garage / Carport:	Carport	Carport		Carport		Carport	
# Parking Stalls:	2	2		2		2	
Energy Efficient Items:	NONE	NONE	\$0	NONE	\$0	NONE	\$0
Fireplace(s):	NO	NO	\$0	NO	\$0	NO	\$0
Pool:	NO	NO	\$0	NO	\$0	NO	\$0
Other Amenities:	None	None		None		None	
Comparability:		Equal		Equal		Equal	
Sales Concessions:							
Special Assessments:							
# of Units:	1	1		1		1	
Design (Style):	Ranch	Ranch		Ranch		Ranch	
Heating / Cooling:	NONE	NONE	\$0	NONE	\$0	NONE	\$0
Water:	City	City		City		City	
Sewer:	City	City		City		City	
Total Adjustment	Subject	Comparable Sale 1		Comparable Sale 2		Comparable Sale 3	
Net Adj. (Total):		\$-5,200		\$-32,910		\$-21,290	
Gross Adj.:		\$13,000		\$33,090		\$21,710	
Reconciled sales price of comparables based on differential characteristics:		\$134,800		\$117,090		\$88,710	

Comparable Listings							
Feature	Subject	Comparable Listing 1		Comparable Listing 2		Comparable Listing 3	
Address:	135 CALLE L 135	4144999 BASE RAMEY		4289552 BASE RAMEY		4280702 BASE RAMEY	
City, State, ZIP Code:	AGUADILLA,PR 00603	AGUADILLA, 00603		AGUADILLA, 00603		AGUADILLA, 00603	
Data & Verif. Sources:	Tax data	MLS		MLS		MLS	
MLS #:		4144999		4289552		4280702	
Proximity to Subject (Miles):		0.2		0.13		0.18	
Original List Price (\$):		\$145,000		\$132,000		\$175,000	
Original List Date:		12/15/2017		3/15/2018		3/15/2018	
Current List Price (\$):		\$145,000		\$132,000		\$175,000	
Current List Date:		12/15/2017		3/15/2018		3/15/2018	
Days on Market:		285		195		195	
Land Value (\$):	\$48,000	\$48,000		\$48,000		\$48,000	
Property Type:	Single Family Residence	Single Family Residence		Single Family Residence		Single Family Residence	
Other Property Type Description:							
Attached / Detached:	Detached	Detached		Detached		Detached	
REO / Foreclosure:	FMV	FMV		FMV		FMV	
Location:	Suburban	Suburban		Suburban		Suburban	
Development Name:		Same Development as Subject? Yes		Same Development as Subject? Yes		Same Development as Subject? Yes	
Comparable Adjustments		Feature	Adjustment	Feature	Adjustment	Feature	Adjustment
Is Ownership Fee Simple or Leasehold?	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Lot Size:	5200	5200	\$0	5100	\$30	5200	\$0
Condition:	C4 - Below Average	C4 - Below Average	\$0	C4 - Below Average	\$0	C4 - Below Average	\$0
Year Built:	1972	1972	\$0	1975	\$-1,500	1973	\$-700
Gross Living Area (Sq.Ft.):	1350	1450	\$-5,000	1300	\$2,400	1550	\$-12,000
View:	TYPICAL	TYPICAL	\$0	TYPICAL	\$0	TYPICAL	\$0
Total Rooms:	6	7		6		6	
Bedrooms:	3	3		3		3	
Full Baths:	2	2		1		2	
Half Baths:	0	0		0		0	
Rooms Below Grade:							
Basement and Finished:	No Basement	No Basement		No Basement		No Basement	
Price / Sq.Ft. (\$):		\$100.00		\$101.54		\$112.90	
Garage / Carport:	Carport	Carport		Carport		Carport	
# Parking Stalls:	2	2		2		2	
Energy Efficient Items:	NONE	NONE	\$0	NONE	\$0	NONE	\$0
Fireplace(s):	NO	NO	\$0	NO	\$0	NO	\$0
Pool:	NO	NO	\$0	NO	\$0	NO	\$0
Other Amenities:	None	None		None		None	
Comparability:		Equal		Equal		Equal	
Listing Concessions:							
Special Assessments:							
# of Units:	1	1		1		1	
Design (Style):	Ranch	Ranch		Ranch		Ranch	
Heating / Cooling:	NONE	NONE	\$0	NONE	\$0	NONE	\$0
Water:	City	City		City		City	
Sewer:	City	City		City		City	
Total Adjustment	Subject	Comparable Listing 1		Comparable Listing 2		Comparable Listing 3	
Net Adj. (Total):		\$-5,000		\$930		\$-12,700	
Gross Adj.:		\$5,000		\$3,930		\$12,700	
Reconciled list price of comparables based on differential characteristics:		\$140,000		\$132,930		\$162,300	

Subject and Comparable Sales and Listings Comments
Subject Property: Agent Comments: FROM AN EXTERIOR OBSERVATION, THE PROPERTY FEATURES DEFERRED MAINTENANCE AND PHYSICAL DETERIORATION DUE TO NORMAL WEAR AND TEAR
Comparable Sale 1: Agent Comments: SAME ROOM COUNT MORE GLA APPROX LOT SIZE APPROX CONDITION,NOT PERSONALLY INSPECTED.THERE ARE NO OTHERS MORE RECENT OR MORE SIMILARS COMPS SALES AVAILABLE ON LUIS ABREU AND ASSOCIATES SYSTEM, CLASIFICADOSONLINE ,TASAMAX NEITHER ON MLS SYSTEM
Comparable Sale 2: Agent Comments: SAME ROOM COUNT MORE GLA APPROX LOT SIZE APPROX CONDITION,NOT PERSONALLY INSPECTED.THERE ARE NO OTHERS MORE RECENT OR MORE SIMILARS COMPS SALES AVAILABLE ON LUIS ABREU AND ASSOCIATES SYSTEM, CLASIFICADOSONLINE ,TASAMAX NEITHER ON MLS SYSTEM
Comparable Sale 3: Agent Comments: APPROX ROOM COUNT MORE GLA APPROX LOT SIZE APPROX CONDITION,NOT PERSONALLY INSPECTED.THERE ARE NO OTHERS MORE RECENT OR MORE SIMILARS COMPS SALES AVAILABLE ON LUIS ABREU AND ASSOCIATES SYSTEM, CLASIFICADOSONLINE ,TASAMAX NEITHER ON MLS SYSTEM
Comparable Listing 1: Agent Comments: SAME ROOM COUNT MORE GLA APPROX LOT SIZE APPROX CONDITION,NOT PERSONALLY INSPECTED.THERE ARE NO OTHERS MORE RECENT OR MORE SIMILARS COMPS SALES AVAILABLE ON LUIS ABREU AND ASSOCIATES SYSTEM, CLASIFICADOSONLINE ,TASAMAX NEITHER ON MLS SYSTEM
Comparable Listing 2: Agent Comments: APPROX ROOM COUNT APPROX GLA APPROX LOT SIZE APPROX CONDITION,NOT PERSONALLY INSPECTED.THERE ARE NO OTHERS MORE RECENT OR MORE SIMILARS COMPS SALES AVAILABLE ON LUIS ABREU AND ASSOCIATES SYSTEM, CLASIFICADOSONLINE ,TASAMAX NEITHER ON MLS SYSTEM
Comparable Listing 3: Agent Comments: APPROX ROOM COUNT APPROX GLA APPROX LOT SIZE APPROX CONDITION,NOT PERSONALLY INSPECTED.THERE ARE NO OTHERS MORE RECENT OR MORE SIMILARS COMPS SALES AVAILABLE ON LUIS ABREU AND ASSOCIATES SYSTEM, CLASIFICADOSONLINE ,TASAMAX NEITHER ON MLS SYSTEM

Borrower: Harry L Santana

File No: 2696185

Order No: 122675-ORDR-00TX7

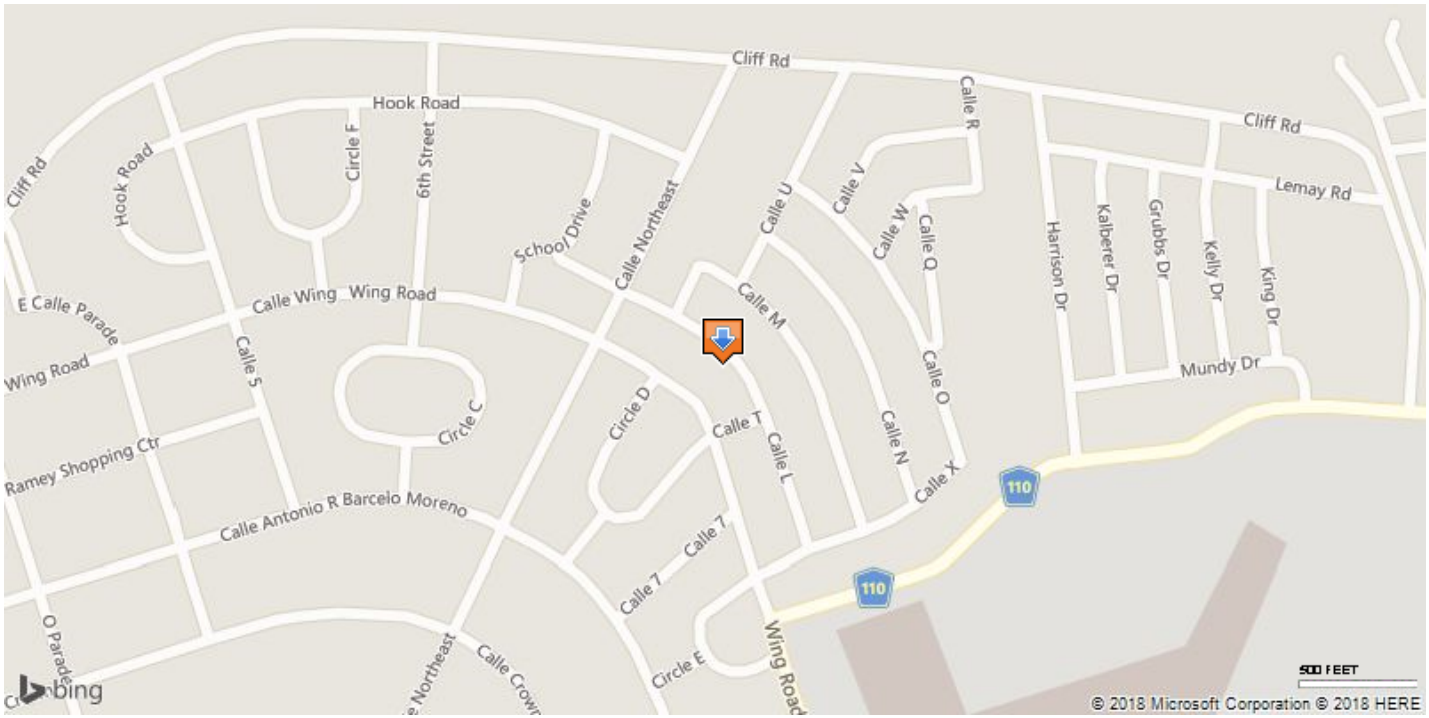
Property Address: 135 CALLE L 135

City: AGUADILLA

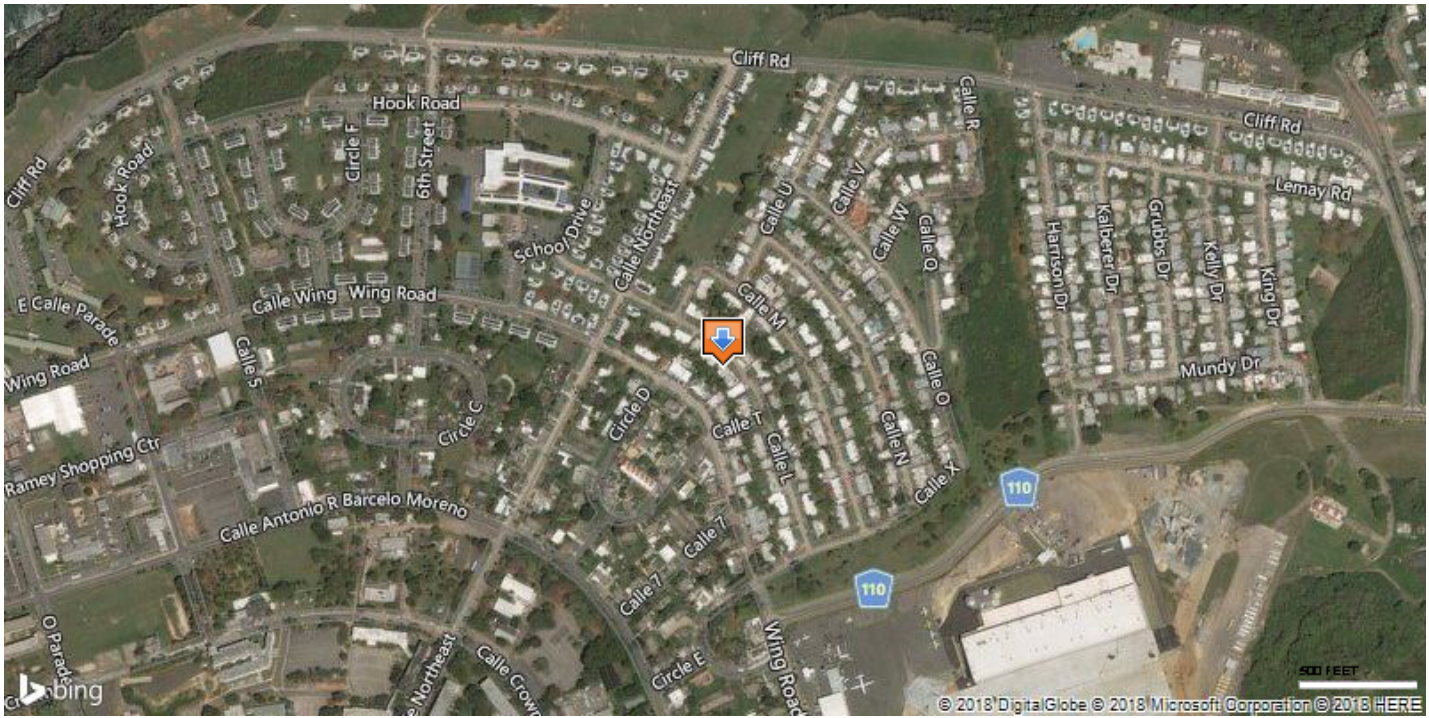
State: PR

Zip: 00603

Subject & Comparables Location Map



Subject & Comparables Location Satellite Map



Red Flags					
Foundation / Masonry	<input type="checkbox"/>	Possible Mold	<input type="checkbox"/>	Visible Flood / Water Damage	<input type="checkbox"/>
Septic	<input type="checkbox"/>	Structural Repairs	<input type="checkbox"/>	Fire / Razed / Condemned	<input type="checkbox"/>
Vandalized / Damaged	<input type="checkbox"/>	Pest Infestation	<input type="checkbox"/>	Environmental Hazard	<input type="checkbox"/>
Zoning	<input type="checkbox"/>	Stigma	<input type="checkbox"/>		
Red Flag Comments:					
INFORMATION SUPPORTING THIS REPORT WERE RETRIEVED FROM LUIS ABREU SOLD SYSTEM AND PR REAL ESTATE WEB PAGES LIKE CLASIFICADOSONLINE,COLDWELL BANKERS AND OTHERS. REAL ESTATE MARKET SLOW WITH HIGH DOM AND PROPERTIES VALUES DECLINING. NO ADVERSE CONDITIONS OR ISSUES OBSERVED WHEN INSPECTION WAS PERFORMING.NEIGHBORHOOD CONSIDER SUBURBAN AND LOOKS AVERAGE CONDITION.					

Repairs		
Type	Description	EstimatedCost
Painting	Wear and Tear	\$1,750
Foundation		
Landscaping		
Roof		
Windows		
Other		
Pool		
Cleaning/Trash Removal		
	Total Repair Cost	\$1,750

Borrower: Harry L Santana

File No: 2696185

Order No: 122675-ORDR-00TX7

Property Address: 135 CALLE L 135

City: AGUADILLA

State: PR Zip: 00603

Justification Comments	
This Gross Living Area for Sold Comparable 2 exceeded 15% variance to the Subject Gross Living Area. Please provide a justification with at least 50 characters.	THERE ARE NO OTHERS MORE RECENT OR MORE SIMILARS COMPS SALES AVAILABLE ON LUIS ABREU AND ASSOCIATES SYSTEM, CLASIFICADOSONLINE ,TASAMAX NEITHER ON MLS SYSTEM
Days on Market is greater than 180 days for Listed Comparable 1, 2, 3. Please provide a justification with at least 50 characters.	THERE ARE NO OTHERS MORE RECENT OR MORE SIMILARS COMPS SALES AVAILABLE ON LUIS ABREU AND ASSOCIATES SYSTEM, CLASIFICADOSONLINE ,TASAMAX NEITHER ON MLS SYSTEM
Subject age is less than or equal to 70, Age difference between subject and Sold Comparable 2, 3 exceeds threshold of 10 years, Please provide a justification with at least 50 characters	THERE ARE NO OTHERS MORE RECENT OR MORE SIMILARS COMPS SALES AVAILABLE ON LUIS ABREU AND ASSOCIATES SYSTEM, CLASIFICADOSONLINE ,TASAMAX NEITHER ON MLS SYSTEM

Is subject photo not available due to gated community or long private driveway/trespassing issue etc? - Photo Available

Subject Photos	
<div><p>Title: Subject Front View Address:135 CALLE L 135, AGUADILLA, PR 00603 Description:</p></div>	<div><p>Title: Front Side 1 Address:135 CALLE L 135, AGUADILLA, PR 00603 Description:</p></div>
<div><p>Title: Street Scene 1 Address:135 CALLE L 135, AGUADILLA, PR 00603 Description:</p></div>	<div><p>Title: Other 7 Address:135 CALLE L 135, AGUADILLA, PR 00603 Description:</p></div>

Borrower: Harry L Santana
Property Address: 135 CALLE L 135

File No: 2696185
City: AGUADILLA

Order No: 122675-ORDR-00TX7
State: PR Zip: 00603

Repairs Photos	
<div></div> <div><p>Title: Damage 1</p><p>Address:135 CALLE L 135, AGUADILLA, PR 00603</p><p>Description:</p></div>	

Borrower: Harry L Santana
Property Address: 135 CALLE L 135

File No: 2696185
City: AGUADILLA

Order No: 122675-ORDR-00TX7
State: PR Zip: 00603

Comparable Sales Photos



Title: Sold Comp 1
Address:2522 COLOSO ST CONSTANCIA, PONCE, 00603



Title: Sold Comp 2
Address:B5 FLORESTA ST JARDINES DE PONCE, PONCE, 00603

Borrower: Harry L Santana
Property Address: 135 CALLE L 135

File No: 2696185
City: AGUADILLA

Order No: 122675-ORDR-00TX7
State: PR Zip: 00603



Title: Sold Comp 3
Address:F7 SUSUA ST EL VERDE, AGUADILLA, 00603

Borrower: Harry L Santana
Property Address: 135 CALLE L 135

File No: 2696185
City: AGUADILLA

Order No: 122675-ORDR-00TX7
State: PR Zip: 00603

Comparable Listings Photos



Title: Listed Comp 1
Address:4144999 BASE RAMEY, AGUADILLA, 00603



Title: Listed Comp 2
Address:4289552 BASE RAMEY, AGUADILLA, 00603

Borrower: Harry L Santana
Property Address: 135 CALLE L 135

File No: 2696185
City: AGUADILLA

Order No: 122675-ORDR-00TX7
State: PR Zip: 00603



Title: Listed Comp 3
Address:4280702 BASE RAMEY, AGUADILLA, 00603

Price Opinion	
As-Is Quick Sale Price:	\$135,000
As-Is Normal Marketing Time Price:	\$142,000
As-Repaired Normal Marketing Time Price:	\$144,000

Evaluator Information			
Evaluator's Name:	Jose Luis Lazcano	Order No.:	122675-ORDR-00TX7
Date Completed:	9/26/2018	File No.:	2696185
License No.:	C-10792	Vendor No.:	100026519

Disclaimer
<p>The attached Broker's Price Opinion ("BPO") or similar Broker Analysis Product has been prepared by the undersigned individual broker vendor, who is an active licensee in good standing. The licensee is affiliated with Lazet and Lord Corporation. This Addendum is an integral part of the BPO prepared by Licensee and the BPO is considered incomplete without it./n/n/nbr/n1.This BPO has been prepared for the client Altisource FBO Ocwen Loan Servicing LLC as described on the price opinion product./n/n2.Licensee is informed that the client's interest in the real property is that of a third party making decisions or performing due diligence for an existing or potential lien holder./n/n3.The intended purpose of this BPO is to assist the client in making decisions within the scope of applicable statutory and regulatory requirements and performing required due diligence./n/n4.The basis used to determine the BPO value includes the data & verification sources indicated within the price opinion product./n/n5.Assumptions, basis of reasoning and/or limiting conditions use to determine the price opinion including, but not limited to repairs, obsolescence or extraneous factors, and applicable data and capitalization rate for commercial properties, etc.: \${disclaimer.addendum.comment}6.Licensee certifies that Licensee has no existing or contemplated interest in the property, including without limitation the possibility of Licensee representing the seller or any purchaser./n/n/nbr/nAcceptance and fulfillment of this assignment warrants compliance of (you) the broker as providing competent service, including the specific requirement to recognize and comply with applicable laws, regulations and assignment conditions (i.e. physical inspection). You must have access to the data necessary to complete a credible price opinion, including appropriate multiple listing service data, tax records (if available), and/or county records. If you are unable or unwilling to meet these requirements, or if you are subject to license restrictions that do not allow you to complete this assignment, you must decline this assignment./n/n/nbr/nVendors are required to refrain from the use of the following words, terms, or verbiage within Non-Appraisal Valuation Products: Appraisal, Appraiser, Appraised Value, Market Value, Value, and/or State Licensed/Certified General/Residential Real Estate Appraiser. Use of any of these words, terms, or verbiage or lack of a physical inspection is a violation of state law and subject to appropriate sanctions./n/n/nbr/n/nb/nNOTWITHSTANDING ANY PREPRINTED LANGUAGE TO THE CONTRARY, THIS OPINION IS NOT AN APPRAISAL OF THE MARKET VALUE OF THE PROPERTY AND MAY NOT BE USED IN LIEU OF AN APPRAISAL. IF AN APPRAISAL IS DESIRED, THE SERVICES OF A LICENSED OR CERTIFIED APPRAISER MUST BE OBTAINED. THIS IS A MARKET ANALYSIS, NOT AN APPRAISAL AND WAS PREPARED BY A LICENSED REAL ESTATE BROKER OR ASSOCIATE BROKER, NOT A LICENSED APPRAISER. THIS OPINION OR ANALYSIS IS NOT AN APPRAISAL. IT IS INTENDED ONLY FOR THE BENEFIT OF THE ADDRESSEE FOR THE PURPOSE OF ASSISTING BUYERS OR SELLERS OR PROSPECTIVE BUYERS OR SELLERS IN DECIDING THE LISTING, OFFERING OR SALE PRICE OF THE REAL PROPERTY OR FOR LENDING PURPOSES IN A TRANSACTION OTHER THAN A FEDERALLY RELATED TRANSACTION. THIS OPINION OR ANALYSIS IS NOT GOVERNED BY THE REAL PROPERTY APPRAISER ACT./n/n/nbr/n/nTHIS OPINION MAY NOT BE USED BY ANY PARTY AS THE PRIMARY BASIS TO DETERMINE THE VALUE OF A PARCEL OF REAL PROPERTY FOR A MORTGAGE LOAN ORIGINATION, INCLUDING FIRST AND SECOND MORTGAGES, REFINANCES OR EQUITY LINES OF CREDIT. ANY REFERENCE IN THE REPORT TO A SPECIFIC MARKETING TIME PERIOD IS FOR ILLUSTRATIVE PURPOSES ONLY AND DOES NOT OBLIGATE THE LICENSEE OR BROKER TO SELL THE PROPERTY WITHIN THE STATED TIMEFRAME OR ACT AS A REPRESENTATION OR GUARANTEE THAT THE PROPERTY WILL BE SOLD WITHIN SUCH TIMEFRAME. UNLESS OTHERWISE INDICATED, THE BROKER PRICE OPINION ASSUMES WITHOUT INVESTIGATION A FEE SIMPLE TITLE OWNERSHIP INTEREST WITHOUT ANY RESERVATION OF MINERALS, SUBSURFACE RIGHTS, OR OTHERWISE. THIS BROKER PRICE OPINION REPORT IS TO BE USED SOLELY FOR PURPOSES ALLOWED BY STATE AND FEDERAL LAW. IF THE REPORT IS TO BE USED FOR ANY PURPOSE NOT SPECIFICALLY ALLOWED BY STATE AND FEDERAL LAW, LEGAL COUNSEL SHOULD BE CONSULTED. THIS MARKET ANALYSIS MAY NOT BE USED FOR THE PURPOSES OF OBTAINING FINANCING IN A FEDERALLY-RELATED TRANSACTION./n/n/nbr/n/nTHE PREPARER IS NOT LICENSED OR CERTIFIED AS AN APPRAISER OR IS NOT ACTING AS AN APPRAISER. THIS OPINION OR APPRAISAL WAS PREPARED SOLELY FOR THE CLIENT, FOR THE PURPOSE AND FUNCTION STATED IN THIS REPORT AND IS NOT INTENDED FOR SUBSEQUENT USE. IT WAS NOT PREPARED BY A LICENSED OR CERTIFIED APPRAISER AND MAY NOT COMPLY WITH APPRAISAL STANDARDS OF THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE. THE VALUATION USED WAS OBTAINED FROM A MARKET ANALYSIS OR PRICE OPINION OR AUTOMATED VALUATION MODEL REPORT AND NOT FROM A PERSON LICENSED OR CERTIFIED AS AN APPRAISER. THIS IS AN OPINION OF VALUE OR COMPARATIVE MARKET ANALYSIS AND SHOULD NOT BE CONSIDERED AN APPRAISAL. IN MAKING ANY DECISION THAT RELIES UPON MY WORK, YOU SHOULD KNOW THAT I HAVE NOT FOLLOWED THE GUIDELINES FOR DEVELOPMENT OF AN APPRAISAL OR ANALYSIS CONTAINED IN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE OF THE APPRAISAL FOUNDATION./n/n/nbr/n/nTHIS BROKERS PRICE OPINION IS NOT AN APPRAISAL AS DEFINED IN CHAPTER 181.140 RCW AND HAS BEEN PREPARED BY A REAL ESTATE LICENSEE, LICENSED UNDER CHAPTER 18.85 RCW, WHO...MAY OR MAY NOT BE ALSO STATE-CERTIFIED OR STATE-LICENSED AS A REAL ESTATE APPRAISER UNDER CHAPTER 18.140 RCW FOR THE STATE OF WASHINGTON./n/b/n</p>

Opinion Addendum		
JOSE L LAZCANO	9/26/2018	<input checked="" type="checkbox"/> I Accept
Name	Date	

EXHIBIT “C”

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF PUERTO RICO
OLD SAN JUAN DIVISION**

IN THE MATTER OF:

IN RE:

**HARRY LUIS SANTANA LAMBOY,
Debtor.**

CASE NO. **14-09530-MCF13**

CHAPTER **13**

VERIFIED STATEMENT

I, Francisco J. Cardona Perez of legal age, single, Attorney for U.S. Bank National Association, as Trustee, Successor in Interest to Bank of America, National Association, as Trustee, Successor by Merger to LaSalle National Bank, as Trustee for BCF L.L.C. Mortgage Pass-Through Certificates, Series 1997-R3, and resident of San Juan, Puerto Rico, declare under penalty of perjury as follows:

That as to this date February 28, 2019, by a search and review of the records kept by Ocwen Loan Servicing, LLC as servicer U.S. Bank National Association, as Trustee, Successor in Interest to Bank of America, National Association, as Trustee, Successor by Merger to LaSalle National Bank, as Trustee for BCF L.L.C. Mortgage Pass-Through Certificates, Series 1997-R3, in the regular course of business in regard to debtor account with this bank there is no information that will lead the undersign to belief that debtor is a regular service member either on active duty or under a call to active duty, in the National Guard or as a Commission Officer of the Public Health Services or the National Oceanic and Atmospheric Administration (NOAA) in active duty.

The bank has not received any written notice from debtor that his military status has change as to this date.

That as part of my search I examined the documents and records available to me within our computer system.

IN TESTIMONY WHEREOF I SIGN THESE PRESENTS under penalty of perjury, in San Juan, Puerto Rico this 28th day of February, 2019.

/S/ Franciso J. Cardona



Status Report
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-8251
Birth Date:
Last Name: LAMBOY
First Name: HARRY
Middle Name: LUIS SANTANA
Status As Of: Feb-28-2019
Certificate ID: 1KJ5QJWZ6P00X57

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.